THE MEMPHIS DAILY APPEAL.

BY JOHN S. C. HOGAN & CO. MEMPHIS, TENN., FRIDAY, MARCH 1, 1867. VOLUME XVII.–NUMBER 97

MASONIC DIRECTORY.

HEBREW AND MASONIC CALENDAR.

A.·. M.·. 5627.

1 Tisri, 10th September, 1866.
1 Khesvan, 10th October, "
1 Chisleu, 9th November, "
1 Tebeth, 9th December, "
1 Shebat, 7th January, 1867.
1 Adar, 6th February, "
1 Veadar, 8th March, "
1 Nisan, 6th April, "
1 Ijar, 6th May, "
1 Sivan, 4th June, "
1 Thamuz, 4th July, "
1 Ab, 2d August, "
1 Elel, 1st September, "

Ash Wednesday, 26th February, 1867.
Maunday Thursday, 8th April, "
Good Friday, 10th April, "
Easter Sunday, 12th April, "
Ascension, 21st May, "
Pentecost, 31st May, "
Saint Andrew's Day, 30th November in each year. jal12 tf

MASONIC DIRECTORY.

1867.

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OPINION

—OF—

The Supreme Court of Arkansas

Delivered, August 8, 1864.

Upon the Nature of the Government, the Rights of the States, and the Obligations of Citizens.

ANNOTATED.

Melius, Fortuna, dedisses,
Orbe Sub Eoo sedem, gelidaque sub Arcto,
Errantesque domos.

Laudandis pretiosior ruinis;—"She yet in her very tomb retains the mark and image of Empire."

The State of Arkansas vs. Samuel W. Williams.

OPINION.

BY THE COURT, MR. JUSTICE PIKE.

[CONTINUED FROM YESTERDAY.]

For the argument against the proposition that the constitution is a compact, made by the States, who are the only parties to it, the advocates of the contrary doctrine would with one voice refer us to the well considered speech of Mr. Webster, of Massachusetts, delivered in the Senate on the 16th of February, 1833, in the celebrated debate between himself and Mr. Calhoun. On that side it undoubtedly exhausted the question. It was the utterance of a great intellect, too, invincible when in the right.

Mr. Webster undertook to maintain: "That the constitution of the United States is not a league, confederacy or compact, between the people of the *several* States, in their sovereign capacities; *but* a government proper, founded on the adoption of the people, and creating direct relations between itself and individuals." In the very statement of the proposition which he undertook to maintain, he exhibited his dexterity. No body could deny that the constitution created "a government proper, creating direct relations between itself and individuals," the clauses of which proposition are dexterously separated, to admit the insertion between them of the only disputable proposition, that this government proper was "founded on the adoption of the people." To urge the undeniable proposition, and, apparently triumphant there, to seem to demonstrate the disputed one, was not an *original* device. It is as old as 'argumentation' itself, and often misleads an opponent, and oftener an audience, and sometimes a court.

Now there is no doubt that the constitution created one nation for certain purposes, and 'a government proper,' founded 'on its adoption by the people' of each separate State, and 'creating direct relations between itself and individuals.' Accuracy in the use of words and terms, is the first requisite of logical argument; inaccuracy is of admirable profit to him who would *seem* to win victories, when really defeated. Now the 'government' of a State or nation, if contra-distinguished from the State or nation itself, is not a person in law or entity, but merely the aggregate of the officers and agents and instruments, through which the State exercises her powers. Wherefore, 'a government proper' is 'created,' whenever two or more States agree to enter into a league or confederation, and to exercise certain of their powers of government and sovereignty jointly, by means of officers selected by them jointly; and that 'government proper' may well 'act directly on individuals.' When Scotland and England united, no one will doubt, a 'government proper' was created or established, by the concurrent action of the two sovereigns; and this 'government proper' has ever since 'acted directly on individuals,' though created by the action of each kingdom separately, and not by the *one people* of the two realms. So, too, when the kingdom of Hungary was united with that of Austria, a government very proper was created, acting directly and sometimes quite sharply on individuals.

Under the articles of Confederation, we find, in February, 1786, a committee of Congress saying that by the will and for the benefit of 'the people of the United States,' a Federal government was instituted;' in 1782, a committee speak of the Federal government having the appointment of certain officers;' that 'the Federal constitution' could not exist without certain powers; that 'no government could exist without the power to appoint officers for those purposes which proceed from and concentre in itself;' indeed, the term 'Federal government' is continually repeated, in various connections, as 'the system of the Federal government,' 'the faith of the Federal government,' the constitution of the Federal government;' as also is the word 'nation,' applied to the Confederacy; and in the Resolution of Congress, of 21st February, 1787, recommending the holding of a convention in Philadelphia, as the most probable means of establishing in these States a firm national government,' the names of effecting the object were proposed to be the revision of the articles of Confederation, and such alterations in them as should, 'when confirmed by the States, render the *Federal constitution* adequate to the exigencies of *government* and preservation of the *Union*.' The articles to be revised and altered, the alterations to be confirmed by the State, the confederation and existing Union to continue, these were to make the then existing Federal constitution adequate to the exigencies of the existing government.

It is true that "the government" under the confederation, had very limited powers; but it could make war and peace, provide rules in regard to captures and prizes, establish courts for the trials of piracies and felonies on the high seas, emit bills of credit, regulate the value of money, fix the standard of weights and measures, regulate trade with Indians, establish and regulate Post Offices, exact postage, make rules for the government of the land and naval forces, and build and equip a navy. The powers expressed necessarily involved other incidental powers; and thus the "constitution" or "Federal compact" *did* "create direct relations between the government and individual citizens."

"It is the *people*, Mr. Webster said, "and not the States who have entered into this compact; and it is the people of all the United States. The constitution is founded on the consent of the people. The Union is not the temporary partnership of the States. It is the association of the people, *under a constitution of government*." He still dexterously connected the two ideas, of the creation of a 'constitution of government,' and the creation of that by the people together; as if the latter necessarily followed, if the former were proved. It would almost seem that that he was not aware that the words 'Federal government,' 'constitution,' 'Federal compact,' 'constitution of government,' 'Union,' and 'national government,' had been constantly and commonly used as applicable to the confederation.

These were *assertions*. But he *argued* that "if it were admitted that our instrument of government was a *constitution*, then, for that very reason, it is not a compact between sovereigns; a constitution of government and a compact between sovereign powers being things essentially unlike in their very natures, and incapable of ever being the same; and that there was no compact between the States, because the people only ratified a *constitution* or form of *government*." The meaning thus given to the word 'constitution' is entirely arbitrary: or, rather, the assertion of *some* unknown meaning of that word, different from that of a 'compact' is without any warrant. And this *assertion* constitutes the *argument*. Now, by a firm and well settled rule of law, as well founded in reason, also, as it is well-settled, words previously in common use, with a fixed and settled meaning, must be taken, when used in the constitution, to be used in the received sense in which they were used before. It is not rational to believe they were meant to be used in a different sense, in the summer and autumn of 1787, from that in which they were used in February of that year, and in which they had been constantly used from the time when the Confederation and Union were first formed. Such is the rule as to the words 'Union,' 'Constitution' and 'Government.' All had been constantly used, for six years, in certain senses, and as applicable to the Articles of Confederation and the government established by them. It is not permissible to suppose that they were used, *by the same men*, in new and strange senses in the constitution, without explanation. That would have been a fraud on the people, or on the States.

Mr. Webster criticised the phrase 'constitutional compact,' declaring it a new term, invented by 'the grammarians of the school of nullification;' and that that one might as well speak of a constitutional deed or Bill of Exchange as of a constitutional compact between sovereign powers. He was unfortunate on both points. The phrase was not new. It was used deliberately, and more than once, in the same sense in which Mr. Calhoun used it, in the celebrated report of the year 1799, written by Mr. Madison. As to the *meaning* of the word 'constitution,' he was wholly at sea. He said that a 'constitution and a 'compact' are things *radically* different. On the contrary, they are things radically the same. It is true that the word '*constitutiones*' was generally used, under the later Emperors, in the sense of Imperial *laws*; but the *radical* meaning of the verb *constituere* is, *to accord, agree upon, concert a thing together: constitution* is often used by Cicero to mean *agreement* or *compact*; and Quintillian the grammarian says; "CONSTITUTIO *est in lege, more, judicate,* PACTO." '*A Constitution* consists in law, custom, judgment, or COMPACT.'

The radical vice of Mr. Webster's whole argument was disclosed most plainly, when he said that the *States*, by the Constitution, *promise* nothing, and *engage* themselves to nothing. He relied on that, as proving that the Constitution was not a confederacy or compact, between the States. It was plausible, to common minds, to argue thus: "By the Constitution, no State says, in so many words, 'I promise to do this or that;' no State, in so many words, engages itself to anything; *therefore, words* of promise and engagement being wanting, they promise nothing, and engage themselves to nothing; and, *therefore*, there is no compact between them; but the Constitution is a law and government over States and people; an enactment by the people, made by the people of all the States as one people." The vice of this argument is that it begs the whole question at issue. It is a complete *petitio principii*.

If the constitution *is* a compact between the States, then necessarily, having no superior to command them, they do 'promise and engage themselves' to every thing in that instrument. A charter of incorporation has the form of a law, and is a law, and yet it contains the promises and engagements of the corporators, made by one to each and all. Therefore Mr. Webster should first have inquired who were, *in point of fact*, the real parties to the constitution, and, that ascertained, the questions whether it was a law *over* the States or a compact *between* them, and whether it really contained any promises and engagements, or only mandates and regulations, prohibitions and restrictions, would have settled themselves.

The argument of Mr. Webster is, indeed, an admirable study, for those who wish to see combined in one great effort, all the arts and resources of fraudulent logic and legal and dialectic dexterity. It is unfair from the beginning, radically and essentially. He set it up as the doctrine to be combated, that this political system then existing was not a 'government,' and the United States not for any purposes a 'Nation;' in order that he might deliver his blows against it, and seem, by *its* demolition, to overturn the true theory of the government. It can hardly be conceived that an old and able lawyer and an eminent statesman, should have been ignorant of the *facts* that the statesmen of the South, Madison, Pinckney, Monroe, Randolph, St. George Tucker and others, had always admitted that the Articles of Confederation created a 'government;' that the Congress of 1787, adopting the resolution offered by the Delegates from *Massachusetts*, had *styled* that government a 'national' government, and the Articles of Confederation a 'Federal Constitution;' and that in 1783, Congress, through its President, addressing General Washington, called the United States 'a free and independent nation;' and in 1782, adopting a report presented by Hamilton, Madison and Fitzsimmons, spoke of 'the national character;' that in 1783, the report of a committee of which Monroe, King and Spaight were members, spoke of the States 'acting as a nation,' by the revenue system which they proposed, and of '*cementing* the Union and promoting its strength and grandeur,' by the same amendment of the articles of Confederation; that in 1786, the commissioners who met at Annapolis, among whom were Benson and Hamilton of New York, Coxe of Pennsylvania, John Dickinson of Delaware, and Randolph, Madison and Tucker of Virginia, often using the term 'Federal government,' and once the term 'Constitution of the Federal government,' and speaking of 'the interests of the Union,' 'the exigencies of the Union,' and the 'Confederacy,' also spoke of 'the national circumstances' requiring a further convention with enlarged powers; that Virginia, in 1786, spoke in a legislative act of 'that *Union* which *the good people of America* have cemented with so much of their common blood;' that New Jersey, in her acts, spoke of 'the Constitution of the Federal Government,' Pennsylvania, North Carolina, Delaware, Georgia, New York, South Carolina, Massachusetts, Connecticut, Maryland and New Hampshire, of 'the Federal Constitution;' New Hampshire also, of 'the Federal compact,' as synonymous with 'the Federal Constitution,' and as the 'bond of Union of the American States;' and that New York, in 1787, proposed to render 'the Federal constitution adequate to the exigencies of *government* and the preservation of the Union.'

'That memorable league of the Continent in 1774,' said JOHN ADAMS, President of the United States, addressing the Senate in 1799, on the occasion of the death of Washington, "which first expressed *the Sovereign will of a free nation* in America."

"I can not hesitate," said GEORGE WASHINGTON to Congress, in 1783, "to contribute my best endeavors towards the establishment of *the National security*, in whatever manner *the Sovereign Power* may think proper to direct." In resigning his commission as Commander in Chief, he spoke of the support he had received 'from the supreme power of the Union.' And, in his farewell address, he said that the people had adopted "a Constitution of Government" better calculated than *their former one* for an intimate Union.

In 1780, Congress, in a resolution concerning the claims of the States to vacant lands, spoke of 'the Federal Union' as having made the United States 'a free, sovereign and independent people,' and yet as a Federal alliance.'

The evidence, therefore, is ample and conclusive, that the new constitution was not considered by those who made it, as a thing of a new kind, with no prototype; or that a general and national government, a government proper, was then for the first time established or that a union of different parties from those to the existing union, was created; or that the new instrument was not a compact, because it was a Constitution. The same men who had so often used the words, 'Constitution,' 'Federal Constitution,' 'Government,' 'Union,' and the like, as applicable under the Articles of Confederation, were members of the convention of 1787 that framed the new instrument; Johnson and Ellsworth of Connecticut, Rufus King of Massachusetts, Pinckney of South Carolina, Hamilton of New York, Few and Houston of Georgia, Read and Dickinson of Delaware, Spaight of North Carolina, Fitzsimmons of Pennsylvania, and Madison and Randolph of Virginia, with others too many to mention.

Yet Mr. Webster confounded two distinct questions, and also reversed their proper order. He did not first inquire who, what parties, made the Constitution, and from that proceed to inquire what relations and what manner of government were thus created, and what were the nature and legal effect of the instrument itself; but he undertook first to settle, by assigning new and arbitrary and unauthorized meanings to certain words, and by the resources of dialect dexterity, to settle what the instrument essentially was, and from its nature not only to argue to its effects, but also to prove, by that nature, who were parties to and made it.

His first proposition, and the first portion of his argument upon it, exhibit so singular a looseness and inaccuracy in the use of words, as to warrant more than a suspicion that to confound terms and their meaning was a device to which he resorted intentionally and of necessity. It is not an uncommon device.

For example, he affirms, that the Constitution *is* not a league, Confederacy or compact between the States; that a *league* is but a permanent Treaty; that the Constitution *is* a 'government proper.'

Unfairness, the commonest of all things in debate, yields with ready facility to the temptation offered by this mode of stating propositions. And the most fertile source of error, the reason why truth rarely triumphs in debate, are, the difficulty, at the moment, of detecting the vice of the dextrous and plausible statement, and the tediousness, at any time, of the dissection of the proposition so artistically put.

"A *compact* is a bargain *between* equals: a *government* proper is established *over* inferiors: the Constitution *is* a government proper: *Therefore*, the Constitution is not a compact." Put in this shape, the fallacy is readily detectible. But if you put the proposition that the Constitution is a government, by itself, and as self-evident, and repeat it until the hearer's mind is used to it, with eloquent and captivating passages in the intervals, and afterwards take it as a proposition already proven, you may safely adventure to proceed with your syllogism, and shall seem to demonstrate your principal proposition.

But the Constitution *is* not a government. It is an instrument, expressing the will of equals or a superior, as the case may be, and when made by equals, *evidencing* a contract between them; a "Constitutional compact," and creating or establishing, by providing for and agreeing to, a government, to be administered, by means of proper agencies and officers, by themselves jointly, over the people of all and each. The Constitution may well *be a compact* between the *States*, and yet *create* more than a Confederacy—a *corporation*, instead of a mere partnership: may well create a government proper, that shall have direct relations between itself and individuals. Reason and common sense prove that this *may* be so; and History and experience testify that it often has been so. If every *league* is but a permanent Treaty, a *permanent* Treaty may well create a government proper. The union between Scotland and England is really a permanent league; but it has established a government proper over the people of two realms. Every league, moreover, is a compact between the parties; but every compact is not, *therefore*, a league. There may be compacts that are less or more than a league. There are Treaties that are permanent, and may be perpetual, and which yet *are* not leagues, and do not constitute leagues.

It does not at all follow, that because the Constitution does not create a *mere* Confederacy, league or partnership between the States, *therefore* it is not a compact and agreement between *them*, and *they* are not the parties to or makers of it. Articles of incorporation are a compact between the corporators, and a charter is evidence of such a compact, written or verbal; but neither the one or the other creates a *mere* partnership or league between them. Each creates a new and third *person* in law, and direct relations between that person and the corporators.

The Constitution clearly created, or recognized and continued, a corporation, of the highest rank, but still a corporation, the corporate name of which was to continue to be, as it had been, "The United States of America." The States were its corporators. By that corporate name and person *they* were to exercise the corporate powers, by the agency of certain officers, organized into Departments of Government. These officers were the government, as the directors of a bank are the directory; the corporation was not the Government, but the Nation, the aggregate of the States, as each State was the aggregate of its own people. The Constitution was the articles of incorporation and the charter.

This government proper was founded on the adoption of *the People*; but of the People of each State, acting *as* a State, independently of the People of every other State. Delaware, in making the Constitution and establishing the Government, had the same voice as New York; she is always to have the same equal voice and vote in amending it. Always she is to be entitled to sit in the Senate, to have *her* equal suffrage in the Senate, with the other States, and have her equal vote: to cast at least three electoral votes for President, and have her equal vote if he is elected by the House. The Constitution *was* ratified by the People, in their respective conventions," each People, the People of Delaware, for instance, ratifying for itself. It is impossible for the leger-de-main of words to become argument, how much so ever they may look like it.

"A constitution," Mr. Webster said, "is the fundamental *law of the State*. It is *ordained* and *established* by *the People*. *They* say that *they establish* it. We do not speak of *ordaining* leagues and compacts." It used, he said, the term 'the Government of the United States;' and he asked if one could call a league or compact *that*. "The broad and clear difference," he said, "is, that a *government* is a body politic. It has a will of its own, and it possesses powers and faculties to execute its own purposes."

And he said, with singular inaccuracy: "The Constitution, founded in or on the consent of the People, *rests* in compact or consent; but it is not itself the compact, but its *result*."

Thus he confounds the Constitution, meaning the written instrument, with the Power, Corporation or Person which it creates, and both with the Government. The phrase previously in common use was "the Constitution of Government." Strictly speaking, the written constitution is but the *evidence* of the compact or agreement. It is not the *result* or *creature* of it, in any other sense. A deed *may* be said to be the *result* of the grantor's will, because his will caused it to be written, gave it existence as a writing. But the *title*, of the creation and transfer whereof this *deed* is the *evidence*, is the *result* of the *contract* between the parties.

If we suppose that, there being no superior power or sovereign to grant a charter, two States agree to incorporate *themselves* as a bank, by joint articles of agreement, we have, first, the compact itself, or the concurrent will and mutual promises of the two; next, the articles which express, and are the evidence of, that compact; then the corporation or ideal person, created by the concurrence of wills or compact, its powers and capacities granted and defined by the compact, and expressed and evidenced by the writing; and last, the government of that corporation, or the agencies and officers which it, that is, the two States *as* it, is to act. If in any argument one of these is confused with the other, the argument ceases to be logical, and error is the sure result.

But, in ordinary language, and in legal decisions also, the writing which evidences and sets forth the terms of a contract, is often itself called the contract. This is convenient, and allowable where there is no necessity for keeping in mind the distinction.

So here, knowing, by means of evidence all agreeing and the whole incontestable, that the States alone acted, as States, from first to last in establishing and setting on foot the new order of things; and that *their* ratifications 'established' the constitution 'between the States' so ratifying the same, we have the same four things,—First: the concurring wills and mutual promises, and engagements of the States, which were the compact between them, and which could quite as well have been expressed, and with the same plenary effect, by enactments identical in tenor, of the Legislature of each; Second, the instrument or constitution, evidencing that compact and recording its terms, and declaring the results to flow from it, and the mode and agencies of its execution;—Third, the nation created by this compact so evidenced, with *powers* of government, prerogatives and characteristics, rights and capacities, which are its *corporate* powers, franchises and privileges;—and, lastly, the government of this corporation or nation, the aggregate and succession of its offices, organized into Departments and Bureaus, or acting separately, and exercising the corporate '*powers* of government' or 'of governing,' that belong to the corporation or nation. *Thus* do the States, the people of the several States, the "people of the *United States*," by solemn compact made between them, embodied and expressed in written articles, create a nation, and 'ordain and establish a constitution of government for the United States of America.'

The Difference of Longitude Between America and England.

The problems of ascertaining the exact difference of longitude between America and England, which has long engaged the attention of scientific men, has just been solved by the officers of the United States coast survey, under the personal supervision of Dr. Gould, of Cambridge. The Atlantic telegraph was employed in recording the observations. Early in September last Dr. Gould and his assistants sailed for Valentia bay, leaving Mr. Dean in charge at Heart's Content. A clock-pier and transit block, and a rude observatory were erected close to the telegraph building at Valentia, and after the preliminary observations for time and position the astronomers were left to wait there patiently until chance should give a night clear on both sides of the Atlantic. This occurred on the 25th of October, and precisely at midnight (Greenwich time) the first signals were exchanged, the two observers, on the opposite sides of the ocean, with the eye at the instrument and the observing key, connected with the cable, in the hand, being enabled by telegraphic communication to record their observations at a distance of nearly two thousand miles. These exchanges went on successfully for five nights, and the difference of longitude between the two stations, or, in other words, between the extreme points of the Atlantic cable, was ascertained to be 2 h., 51 m., 56 5 s.

RETURNS received on the 14th inst. by the commissioner of the land office, exhibit that 31,347 acres of public land were disposed of during the month of January last, at the following land offices: Junction City, Kansas, 8398 acres; Eau Clare, Wisconsin, 15,335 acres; St. Peter, Minnesota, 7614 acres. The greater portion of the lands were taken up under the homestead law, for actual settlement and cultivation.

WENDELL PHILLIPS.

We do not know why Massachusetts has not placed WEDELL PHILLIPS in Congress. He has ten times the intellect of that intellectual impostor SUMNER. A single sentence of his is worth a whole oration of that sham-CICERO. Wrong-headed as he is, he can say a good thing and a true thing at times; and he says them in a pithy and pungent way, which men remember.

He has lately delivered a lecture at Chicago, full of extravagant ideas, bitter and bigoted, but in which yet are things useful to be read. Some things in regard to the South he sees, to which many others are blind. It is better for us to know what our enemies say of us, than to listen only to praises and flatteries from our friends. We commend the following paragraphs to our thoughtful readers:

A man is better, now and then, for listening to what he don't like. It stirs the soil around the root of his opinion, and gives him robust faith. The lyceum makes no difference between black and white. It welcomes sex without distinction. It now presents the eloquence of the matchless American orator, colored, though he be—Fred. Douglass—or it blows to the spell of woman's eloquence in Anna Dickinson, and anon is melted by the pathos of that Florence Nightingale, Clara Barton. In the northern states there are 200 of these lyceums, each of which has an audience varying from 500 to 5000. The United States government would not have been able to get through its late war except for this power of its lyceum. No nation not having a culture as deep and broad as ours has ever been able to sustain such an institution. South of Mason and Dixon's line such an outgrowth was never possible.

* * * * *

One virtue of aristocracy is its patience. To day, in England, one thousand disciplined, watchful men are the government. They will wait through a generation for the complete harvest of success. But the trouble with democracy is impatience. Democratic masses must see some result immediately. We forget that we are planting seeds, and must wait for growth. Governments grow, like an oak, from habits, laws, customs, and a dozen other things. A government is not made in an hour. When we talk of reconstruction, we may properly use the words of a dead statesman, "It's a big job." The sin of a century has left the American people this work. The conflict of two civilizations, of two ideas, brought about our late war. In 1858, Mr. Seward, before he lost his brains, properly characterized slavery. In 1861, was revealed the irrepressible antagonism. It was as if our fathers had filled a cannon half full of powder and the other half with live coals, and hoped it would not explode; but it did. Beecher says put the pieces together with the powder and coals again and hope it will not explode again. What we want is to conduct the matters of the state on the principles of common sense. If business men should try to conduct business in the manner in which the thirty-ninth congress has conducted its affairs, they would be bankrupt in ninety days. What congress has omitted is in making the first step toward reconstruction. It has pertinaciously refused to lift its hand to do the business which the nation expected it to do. We have lost at the end of the past two years opportunities which can never be regained except at the end of another war as bloody as the one which closed in 1865.

What is true in 1867 is this, we have a north solemnly determined on its principles; we have a south equally determined. We have a south convinced that her barbarism is as good as her civilization. Wade Hampton believes that to teach the negro is a dangerous error. The south does not affect to believe this. It *does* believe it. Pickens said capital should not hire labor, it should own it. Another southern man said the north is a plain; the south is a pyramid. These expressions indicate an undoubted faith in these things, and a man with a conviction is a force. The south contains a race with convictions, devilish convictions, it may be—but convictions as strong as those of New England men. After one hundred Bull Runs, Massachusetts would say, after all, all men are created equal. This is just as true of South Carolina. Toombs and Memminger and Jeff. Davis said they would extend their civilization over the north. Had Jeff. Davis conquered he would have had the right to do this. We have conquered. What is *our* right? To cram Faneuil hall down his throat.

The secretary of state has never had any convictions, and it is just as well to pelt Gibraltar with cologne water as to put such a man against Wade Hampton.

* * * * *

The north is to reconstruct the south exactly as the east constructed the west. Where did we get the right? From victory. The conquering idea has a right, in a civil war, so to remodel the conquered idea that it shall never raise any trouble more.

When the south counted the votes up for Lincoln, it saw its hour had struck. It said it must conquer inside the government, or it must go out. That is the meaning of 1861. Jeff. Davis never meant to go out. He meant to hold Washington, the navy, the army, the government. He never meant to go out. Jeff. Davis knew very well there was no element that melted all the people of this government together like the recollections of 1776 and our own nationality; but the south were in too much of a hurry, and they failed. They have found, after an experience of five years, that they cannot win their battles against the nation; but they do yet believe that they can win in the nation.

* * * * *

Congress has wriggled its way up,—nobody knows how; and when it goes out, it will go like a rocket,—nobody knows where.

Congress is proposing amendments to the constitution; but grant the amendments, lay them up in Washington, sign them and proclaim them, and of what value are they? The south never obeyed any section of the constitution she did not choose to. There must be something that will *make* the south obey.

* * * * *

He talked of universal suffrage in the south. But suffrage in the south was not all that was needed. Let the suffrage be given to the middle classes of England and they could hold their own. But the negro was in an abnormal state. He had never had education or wealth enough to create in him the feeling of self-esteem and self-respect which grew from the recognition of equality. Both these be needed. Let the suffrage be given to the negro and he could not hold his own; for the south was not to give up their idea after one defeat only. The adherents of the Stuarts in England went through four rebellions before they submitted. So it had been in France. So it had been in all other countries. Those battling for an idea never gave it up after one defeat. If the north succeeded in conquering the ideas of the south by one effort only it would be the first instance of the kind to be found in history. No people, however intelligent, however patriotic, had been able to clutch from one successful revolution more than half its legitimate fruits. The American people would be a marvel of history if they were able to carry opinions down to the gulf after one revolution only. Still they were bound to do it. The way to do it was to put a northern man at a central point—at the head of the executive department.

What were governments for? They were machines that the ingenuity of statesmen had invented in order to say things with safety. It was a dangerous thing to impeach a general or the head of a state. Our fathers knew it when they made the constitution. They knew it was dangerous—that there never would be a president without a party. Of course they knew that when a president should be impeached two parties would come in opposition. But the danger was all in the first movement. Let the united congress impeach any man, and his power would sink and collapse in an instant before the impeachment. There was not a man strong enough or popular enough to stand against the wishes of the masses. Every man that had kept his eyes open last fall, knew that the millions who had thrown their vote would strangle any man that opposed their wishes as expressed by their vote. Every man that said amen to the idea so expressed was all right. Every man who had said no to it was lost.

We may learn something from these utterances, if we reflect upon them. Even falsehoods and fallacies are profitable, in an inverse sense, to those who are not entrapped by them, but can detect them; and a falsehood is often only the exaggeration of a truth. False political doctrines are very commonly so; and the people of the United States have been fed upon falsehoods and fallacies for half a century.

Southern Relief Meeting.

BOSTON, February 21.—At a meeting this evening of the southern relief committee, Wm. Walters, of the *Advertiser*, and Mr. Green, of the *Post*, were requested to act as treasurers, and that an appeal be made to the public as soon as possible to contribute funds for the temporary relief of the extreme destitution existing in the south.

THE journeymen plasterers of Philadelphia will strike for an advance of a dollar a day on the first of March.

LATEST BY TELEGRAPH

[WESTERN ASSOCIATED PRESS REPORTS.]

Noon Dispatches.

NEW YORK, February 28.—A special says: English merchants are forming a combination to smuggle goods through Canada into the United States, if the tariff bill becomes a law.

A Washington special says the country will be startled before the close of the week by the report of the judiciary committee on impeachment.

Reports that Grant had an interview with the president on the reconstruction bill are unfounded, though Grant unquestionably favors the bill.

The president's veto of the reconstruction and the office tenure bills are prepared.

The army bill, making general headquarters at Washington only, and that all orders must emanate from the general, is regarded as unconstitutional. The bill will doubtless be vetoed.

It is reported that Randall has succeeded Motley at Vienna.

It is said that a force is organizing at Leavenworth to operate against the Indians in Kansas.

A Washington special says that the report of the judiciary committee on impeachment will be a complete failure.

Unless the house accept the loan bill of the senate, the probability is there will be nothing passed this session.

Two important witnesses from the south on the impeachment matter has arrived at Washington.

BALTIMORE, February 28.—The radical state convention was numerously attended. Universal suffrage was strongly advocated. A large mass meeting was held at night. Horace Maynard and others spoke in favor of universal suffrage. The president was denounced and congress commended.

CINCINNATI, February 28.—The steamer Laura Fenton was burned at Evansville, Ind., last week. Cox & Humphrey's wharfboat was partially destroyed by the fire.

WASHINGTON, February 28.—The Senate, in evening session, passed a joint resolution to erect an equestrian statue of Scott.

A sharp discussion ensued between Senators Sherman, Fessenden and Sumner, in respect to a resolution presented by the Finance committee for the payment of assistant assessors in the rebel States, prior to August 1, 1866, Sumner denouncing the Secretary of the Treasury in making such appointments, and Fessenden defending him.

LONDON, February 27.—The party under Roebuck's leadership have resolved to join their forces with the Liberals. Plans have been submitted for conducting the war for the freedom of Ireland, and it is contemplated, if the vigilance of the British Government in Ireland should render movements there hazardous, to transfer operations to England and Scotland. Consols 91; 5-20s 73¼.

VIENNA, February 27.—Garibaldi was received with most unbounded enthusiasm.

PARIS, February 27.—The abolishment of the reply to the address from the throne is peculiarly unpopular. The liberals insist upon the preservation of this privilege.

The supreme court adjourns to-day until the first Monday in April.

NEW YORK, February 28.—Financial affairs are unsettled, owing to the uncertainty about the reconstruction bill.

The steamer Perry, from Havre the 16th, has arrived.

The committee appointed by the Missouri legislature exonerate Gov. Fletcher from all suspicions of fraud in regard to the sale of the Southwest Pacific railroad.

It is reported that a Fenian envoy from Ireland says that the English statements that the rebellion has ended are false.

Japanese advices confirm the arrival of the Colorado at Yokohama.

There is great activity in the burnt district in rebuilding.

A Japanese embassy of five persons is to visit Washington to inspect the navy-yards, etc.

The American minister returned to Nagasa in the United States ship Wyoming, and was cordially received.

PHILADELPHIA, February 28.—The extensive cotton mill in the twenty-fourth ward was burned last night. It was insured for $145,000.

BOSTON, February 28.—The steamer Cluna has sailed for Liverpool. She took no specie.

PORTLAND, February 28.—The steamer Peruvian, from Liverpool the 14th, has arrived.

MISCELLANEOUS

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ELLIPTIC
(OR DOUBLE SPRING)
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MEMPHIS APPEAL.

MEMPHIS.

FRIDAY, : : : : : : : : : MARCH 1, 1867

EDITOR..........ALBERT PIKE.
ASSOCIATE EDITOR......St. CLAIR DEARING.
BUSINESS MANAGER..........JOHN AINSLIE.

TO CORRESPONDENTS.

No notice can be taken of Anonymous Communications. Whatever is intended for insertion in the APPEAL must be authenticated by the name and address of the writer—not necessarily for publication, but as a guarantee for his good faith and responsibility.

All business letters for this office should be addressed to "THE APPEAL," Memphis.

All Communications for publication must be written on one side of the page, and with all other matters connected with the editorial department, should be addressed: EDITORS OF THE APPEAL, Memphis.

We cannot, as a rule, undertake to return articles not found suitable for publication.

TO THE PATRONS OF THE APPEAL.

In consequence of judicial proceedings, had in respect to the interests of different parties in the APPEAL, the paper, the printing establishment and the good will of the paper have been sold, and the undersigned have become the purchasers.

Every possible exertion will be made to render the APPEAL more acceptable to its readers, and more desirable as a medium of advertising. Much more space will be devoted to reading matter, and a special column be appropriated weekly to Masonic information.

The undersigned hope, by close attention to the affairs of the paper and office, to give it claims equal to those of any other journal of the city to the support and confidence of the community.

JOHN S. C. HOGAN & CO.

LAW AND PRIVILEGE.

Nothing in English History is better worth the attention of men animated by the true spirit of liberty and independence than the occasional controversies that have arisen in England between one or the other House of Parliament, and the Courts of Justice.

It cannot but be a matter of profound interest to every one who believes the independence of the judiciary and its integrity to be essential to free government, when a like controversy arises in our own country at the present day; and it must be so even to those who, disfranchised without conviction of crime, have become foreigners in the land of their birth; for they have homes here, at least, for the law and its tribunals to protect, and rights as men, not yet wholly at the mercy of brutal power, if they have no longer a country.

Such a controversy exists in the State of Tennessee. The House of Representative of the State, representing the malignants and negroes, and re-producing here the legislation of the Anarchists at Washington, has impeached Judge Frazier of the Criminal Court at Nashville, for issuing a writ of Habeas Corpus and upon it releasing a member of the House committed by it for a contempt. All such cases have an interest that extends beyond the immediate day and hour; and it may not be uninteresting to some of our readers to know what has been held in England in similar cases.

Of course it will become a question, at least for the jurisconsult and historian, whether the House of Representatives of Tennessee, since she has ceased to be a free, sovereign and independent State, possesses the privileges of the English House of Commons. The Common council of a city certainly does not; and the Legislature of Tennessee is little more than the Common Council of a municipality, under the new system of government established in the United States. When Tennessee voluntarily accepted her present position, she accepted it with *all* its consequences, and the precedents of the House of Commons of a great Nation, the Grand Inquest and a High Court of Judicature, can, we should think, no longer be claimed as applicable. No one is interested to lift out of the mire the prostrate honour of a State that has deliberately abdicated its sovereignty. Dignity and dishonour do not go hand in hand; and the tinselled and be-spangled gew-gaws and decorations of the stage are not the stars and garters of genuine Nobility.

Nevertheless, our Municipal Legislature apes the House of Commons, and struts the stage, blissfully unconscious that it and the State are objects of profound contempt to the Northern malignants, whose favour and approval both obsequiously crouch to win. Judge FRAZIER, however, is not at liberty to despise the Legislature which must be, to him, the lawful representative of the people of the State, since he and it receive their powers from one and the same charter, and neither can deny that the other is legitimate. To him, the House of Representatives is clothed with the powers and prerogatives of the House of Commons.

It was never imagined in England to be any invasion of the privilege of the House of Commons or of that of Lords, for a court of justice to issue a writ of Habeas Corpus to bring before it a person committed and in custody by order of the House, or to entertain and consider the question, after it appeared by the return that he was so held, whether he was entitled to be discharged. Many of the cases in which the privilege of a single House of Parliament has been discussed, were actions for damages against the officers or others, by whom the party had been arrested and held, and where these, defending, justified by the order of the House and the warrant of the presiding officer. But there are others where the questions were presented directly, upon writ of Habeas Corpus, and not incidentally or collaterally.

The Earl of Shaftesbury's case, 1 *Mod.* 144, in the K. B., in 1677, also reported 3 Keble, 792, is the earliest of the cases on Habeas Corpus. The Earl was brought to the bar upon the return of an Habeas Corpus, directed to the Constable of the Tower of London. The return was that the Earl was held by virtue of an order of the House of Lords, a copy of which order, signed by the Clerk, was made part of the return. The counsel of the Earl excepted to the return for insufficiency, and argued the matter fully.

Sergeant MAYNARD, the Attorney General JONES, and Solicitor General WININGTON, argued the case in favour of the return. It was not only not suggested that the writ was improperly awarded, but the Solicitor General expressly said, "The Court was obliged in justice to grant the Habeas Corpus; but when the whole matter being disclosed, it appears upon the return that the case belongs *ad aliud examen*, they ought to remand the party."

The cause of the commitment was stated in the warrant to be "their high contempt committed against this House," and the parties, ANTHONY ASHLEY COOPER, Earl of Shaftesbury, the same who, with LOCKE, framed a plan of government for South Carolina, and after whom the two rivers between which Charleston lies, were called, and PHILIP LORD WHARTON, were stated to be members of the House of Lords. The Court held the return sufficient, and that they had no jurisdiction to examine the case, or to deliver members of the House of Peers and Commons who were committed. The parties were accordingly remanded.

In *The King vs. the Earl of Danby*, 2 *Shower*, 335, five years after the Earl of Shaftesbury's case, the Earl "having been a long time in the tower, by commitment of the Lords' House, grounded on an impeachment of the Commons for treason, was brought hither," [into the Court of King's bench,] on his *habeas corpus, as he had been several times before*, and refused to be bailed. Parliament having been dissolved, the Court bailed the prisoner, as they did Lords Bellasys, Powis and Arandel.

After the Court of King's Bench had decided in *Ashby vs. White*, [Trir. Term, 2 Anne], 2 *Ld. Raym.* 938, against the opinion of Chief Justice HOLT, that a man who had a right to vote at an election for members of Parliament, could *not* maintain an action against the returning officer for refusing to admit his vote, and the House of Lords had reversed the decision, by fifty Lords against sixteen; on the 13th of January, 1703, the House of Commons ordered JOHN PATY to be committed to custody, for contempt of the House, and in breach of its privileges, the contempt being the bringing of an action by him against the the Constables of Aylesbury for refusing his vote in the election of members to serve in Parliament. Upon a Habeas Corpus sued out, return was made, setting out the Speaker's warrant. The Court held that they could not inquire into the validity of the cause of the commitment, or whether there had been any breach of the privileges of the House: but POWYS Justice said "he could not say a Habeas Corpus would not lie, because, till the return of the Habeas Corpus, the cause of the commitment does not appear; and it is one of the greatest privileges of the subject to have the cause of his imprisonment inquired into in the Court; but when it appears to be a commitment of the House of Commons, he must be remanded."—*Regina vs. Paty*, 2 *Ld. Raym.* 1105.

In *Alexander Murray's Case*, 1 *Wilson*, 299, (in 1751), the Court of King's Bench granted a Habeas Corpus, the party being in Newgate by virtue of an order of the House of Commons, for a high contempt of the House. The Court, upon the return, held that they could not bail him, holding that they could not judge of the privileges of the House: but nobody hinted that the Court had not the right to issue the writ.

In *the Lord Mayor of London's Case*, 3 *Wilson*, 133, (in 1771), it appearing, by the return made on the writ, that BRASS CROSBY, the Lord Mayor, was imprisoned under an order of the House of Commons, of which he was a member, for a breach of its privileges, the question of the sufficiency of the return was argued and decided. The Court held that the House of Commons was a Supreme Court, and judges of their own privileges and contempts, more especially with respect to their own members; and that no Court could discharge a person committed by them for a contempt; and so remanded the prisoner.

In the *King vs. Flower* (in 1799), *Term Rep.* 314, the party brought up on Hab. Corp. was imprisoned by an order of the House of Lords, for contempt in publishing a libel on a Member of the House. Lord KENYON held that the House of Lords had the power to fine and imprison a person guilty of a breach of privilege, and remanded the prisoner: but he said, "We were bound to grant this habeas corpus; but having seen the return to it, we are bound to remand the defendant to prison, because the subject belongs *ad aliud examen*."

Burdett vs. Aylett, 14 *East* 1, was decided in 1811. It was an action by SIR FRANCIS BURDETT against the Speaker of the House of Commons, in trespass, for causing his arrest by a warrant issued upon the order of the House, ordering his committal to the Tower for a breach of privilege in publishing a libel on the House, of which he was a member. The case is reported at great length, and the whole law on the subject of privilege and the powers of the House of Commons to commit, was very fully considered. The counsel of BURDETT claimed that though he could not have been discharged on a Habeas Corpus, because the Court would not have inquired directly into the sufficiency of the cause of a commitment for contempt, yet that this could be done when the question arose collaterally in a suit against the officer who justified under the order of the House. The Counsel of the Speaker denied this; and so far from taking the ground that the Court could not have *issued* a Habeas Corpus, they said that he, FRANCIS, might have obtained the writ in succession, from every Court in Westminster Hall; and speaking of the Aylesbury case they said, that the course which the leading Statesmen and great lawyers of that time took for the purpose of bringing the case to the decision of a Court of law, was *to bring writ after writ of Habeas Corpus*, and have the judgment of *all* the judges upon it.

Lord ELLENBOROUGH, in his opinion, deciding that the House had power to commit, and that its order was a justification to the Speaker, said it was doubtful whether the Court could, upon a Habeas Corpus, relieve the subject from the commitment of the House, in any case whatever: but intimated that it would, if upon the face of the return it appeared that the House had no pretence of power to commit in the case, or had exercised it extravagantly, or beyond all bounds of reason or law. And he said, that if a commitment did not profess to commit for a *contempt*, but for some matter appearing on the return, which could by no reasonable intendment be considered as a contempt of the Court committing, but a ground of commitment palpably and evidently arbitrary, unjust, and contrary to every principle of positive law or natural justice, the Court would look at it as justice might require, from whatever Court it might profess to have proceeded.

In the same case, in error, in the Exchequer Chamber, 4 *Taunt.* 400, the decision of the Court of K. B. was affirmed, Lord MANSFIELD delivering the opinion; and it then went in error to the House of Lords, and is reported in 5 *Dow*, 165, where Mr., afterwards Lord BROUGHAM argued it with Mr. COURTNAY for Sir FRANCIS. After hearing their argument, the advice of the Judges was taken on the question whether upon a habeas corpus, the return showing that another Court had committed for a contempt generally, without setting out the facts and circumstances constituting the contempt, the Court could discharge; which they answered unanimously in the negative. It is perfectly evident that no one imagined that it would not be the duty of the Court to issue the writ, no matter by what authority the party was held in custody.

In *Stockdale* v. *Hansard*, 9 *Adol. & Ellis*, 1, the law in regard to privilege was largely considered. *Shirley* v. *Fagg*, 6 *Howell St. Trials*, 1121, was cited in argument, where a party was arrested by warrant of the Speaker of the House of Commons, and escaped, and his counsel were then taken into custody and sent to the Tower. Four writs of Habeas Corpus before the House of Lords were taken out; but the Lieutenant of the Tower refused to obey. The counsel admitted that the House of Commons was in the wrong. Lord DENMAN and the other judges very fully considered the extent and nature of the privileges of the House, and denied that libels on third persons could be shielded by being published in documents printed by order of the House. In the whole discussion as to the powers of the court, no one hinted that a habeas corpus would not issue on application of a party imprisoned by order of the House, but only that, upon return, if it appeared that he was held upon its order, he would not be discharged.

In that case the Court maintained the right of action of the party libelled. He had judgment, property was levied on and sold; the House of Commons declared the levy a contempt of their privileges, and ordered the Sheriffs to pay back the money, and committed them. This was held no excuse for the Sheriffs for not paying over the money, and attachment was made absolute. The Sheriffs then obtained a writ of Habeas Corpus, the case on which is *Case of the Sheriff of Middlesex*, 11 *Adol. & Ellis*, 273. The Serjeant at Arms obeyed the writ and brought the Sheriffs into Court; and made return of the warrant by which he held them. The Court held that they could not discharge the Sheriffs, because the warrant only declared generally that they had been guilty of a contempt and breach of the privileges of the House; but every Judge agreed that if the facts constituting the contempt had been stated, and been frivolous, they would have discharged the prisoners.

The privileges and powers of the House were again considered in *Howard v. Gossett*, (in 1847), 10 *Adol. & Ellis*, *New Series*, 359, which was an action of Trespass for an imprisonment under an order of the House of Commons. The House had commanded the attendance of the Plaintiff, and ordered his arrest for refusing to appear.

The Court of Queen's Bench held that the House had the power to order the attendance of the Plaintiff, for the purpose of examination, without informing him of any reason for the order, and on disobedience, to enforce it by compulsory process. But the majority of the Judges (Lord DENMAN, COLERIDGE and WIGHTMAN), held the warrant insufficient as a justification. The Court of Exchequer Chamber reversed the decision, holding that the warrant was to be construed as process of a Supreme Court; and it not appearing on its face that the matter was beyond the scope of their jurisdiction, it was good. WIGHTMAN, Judge, denied that the House could order its officer to arrest any man and bring him in custody before them, at its mere will and pleasure, without any cause but its mere will and pleasure. He said: "In truth, common learning on the Constitution, common justice and common sense, equally revolt against it. If such a limitation on the birth-right of Englishmen existed, so important, so remarkable in its cause and consequences, it must have been stated, though it would have been recorded with regret, I think, and something like shame, in some one of those many definitions of our most valuable right, the right of personal liberty, with which our text-writers abound. We ought," he said, "to have the fullest confidence in the humanity, justice, honour and integrity of the House; it is entitled to our most sincere veneration; but we have a right to consider our liberties as independent of any such qualities in those who are in authority; as resting on the law; as things not precarious, but which we hold by right and charter. * * * The law is supreme over the House of Commons as over the Crown itself." Unhappily, we ought *not* to have any such confidence in the humanity, justice, honour or integrity of the Legislature of Tennessee. No one has any veneration for it, and no man in Tennessee now holds his liberties by any other than the most precarious tenure.

Lord DENMAN said, "I hold that this Court is not at liberty to decline the jurisdiction of examining the grounds on which the imprisonment of any one of Her Majesty's subjects may be justified, whatever the dignity or power of those who may have caused his imprisonment, whether it be questioned in an action for damages, or on a return to a habeas corpus, or in the more solemn inquest that may be conducted in a Criminal Court, in a case of life and death, where homicide may have resulted from enforcing or opposing the order, and the judge may be compelled to decide as to its legality."

It is well settled by these decisions that the House of Commons can arrest and imprison one of its members for contempt; that the warrant need not state the circumstances constituting the contempt; that a Court to whom application is made, in such case, for a Habeas Corpus, *must* issue it, and the officer or person holding the party *must* bring him before the Court and make due return; but it appearing that he is held by order of the House, the Court *cannot* discharge, but must remand him.

NOTES OF THE BANK OF TENNESSEE.

We have received a communication on the subject of the decision of the Supreme Court of Tennessee, as to the obligation of the State to receive the notes of the Bank of Tennessee in payment of taxes, a portion only of which we publish below.

The writer thinks that the parties against whom the decision is rendered will appeal to the Supreme Court of the United States, giving bond for costs only, pay no taxes until final decision there, and many of them fail, sell out, or leave the State, so that out of $150,000 owing for taxes in Shelby county alone, by them, not more than $30,000 will ever be realized.

But cases from the Supreme Court of a State go to the Supreme Court of the United States by writ of error only. If this is sued out within ten days after judgment, it is a supersedeas, but only upon the plaintiff in error giving good and sufficient security *to secure the whole judgment*, in case it shall be affirmed. A bond for costs merely will not suspend the execution of the judgment in the State court.

The writer says:

The case shows a shameful want of public spirit, a shameful selfishness and want of honor. These merchants are ready enough to appeal to the courts for the protection of their rights, but they shirk out of paying for it. Their conduct does not spring from disloyal feeling. Many of them are radicals. It springs from the fact that they are in too many cases adventurers who expect to make fortunes in Tennessee and then go elsewhere to reside. Shop-boys and clerks who were intrusted with goods by established houses in the north and east, after Memphis was occupied by the federal forces, many of them have made money and consider themselves rich, but they don't expect to make their permanent homes in Memphis. If they buy real estate, it is on great speculation. They are clamorous for taxing real estate heavily and making improvements, as street paving, water-works and city buildings; but when they have to pay taxes they dodge, and, by legal trickery, postpone payment until they can get away, and thus avoid paying altogether. They urge the authorities to collect the taxes on small property-holders, but they tender Tennessee money that they bought at, perhaps, sixty per cent. discount, and when that is refused they try to get clear of paying anything.

We should not have published these sweeping censures without reserving the right to protest against their policy and propriety. We do not think that, in such cases, the motives of selfishness of the parties are proper to be considered, when they only exercise a legal right. If the State of Tennessee was bound by a valid contract to receive these notes in payment of taxes, and being so bound undertook to revoke and rescind her promise, and thereby discredited and depreciated the notes, it will not do to cast censure on those who seek to compel her to keep her promise and the obligations of good faith. High considerations of public policy forbid this. No one would undertake to measure his strength against that of the State, without an interest that would make success profitable and remunerative. Not only would it not pay for one holding but a few hundred dollars, to litigate the matter; but unless the amount in controversy were at least $2 000, the Supreme Court of the United States could have no jurisdiction. It will not do to deter men from contesting the right of the State to violate her promises, by making it odious in them to consult their private interests in doing so, as, in this case, by purchasing the depreciated notes at low rates. Upon failure, they lose the whole. If successful, they reap large profits. It is but the ordinary mode of taking the chances of a doubtful speculation. If the State remains bound to receive the notes, it is against public policy and the general interest to censure the citizen for seeking to enforce the obligation, even if it is only a selfish private interest that prompts him to engage in the controversy.

TEXAS.

—One of the editors of the Houston *Journal* acknowledges the receipt of $114 80, raised by the ladies of Liberty county, for the benefit of the family of Jefferson Davis.

—Work on the Constitution Bend railroad is progressing rapidly. Col. Brady is now in Galveston negotiating for iron, rolling stock, etc. Two miles of the road from Houston are already graded.

—T. E. Blackshear, an old planter in Navasota county, writes that about nine per cent. of his former slaves have died since they were freed—two of them killed by carelessly handling guns—and there is now among them only one infant living under twelve months old.

—The route from Houston to New Orleans, via Sabine Pass, will be opened in a few days, when passengers can go from Houston through to New Orleans in twenty-four hours. Two of the fastest Clyde steamers, now in New Orleans, are to ply between Sabine Pass and Brashear city.

—The Grimes county *Record* states that the ground is now in fine condition for cultivation. The soil is being turned up all around us, so we predict an abundant harvest this year. Don't be alarmed about politics, farmer friends, but go on with your good work, and everything will come out all right.

—The Millican *News Letter* says of the farmers of that vicinity: "They rise early and work late. They work hard, and their work is well done; and the result for their toil is good health, contentment and happiness, and bountiful crops. And thus it will ever be. Providence never fails them that help themselves, and blessings always follow obedience to nature's commands."

—From the Rusk *Observer* we learn that the commissioners of the Houston and Great Western railway company, on that section of the line, are receiving encouragement, and expect soon to be able to report one-tenth of the amount required.

BREVITIES.

—A dispatch from Tsin, China, reports that the tycoon of Japan had been shot by a disaffected noble.

—Maine is receiving a supply of flour from California, and gets it cheaper from there than she can from Chicago.

—A gentleman in St. James parish, La., has applied for a patent for a cheap process of eradicating coco grass.

—The tax collector's office in Mobile was entered and robbed on Saturday.

—Within the limits of the United States and territories there are 12,675 Baptist churches with 1,043,641 members and 8038 ordained ministers. This sect also controls twenty-nine colleges and thirteen theological seminaries.

—The annual meeting of the bishops of the Methodist Episcopal church south will take place, at Nashville, Monday, April 15th.

—There are twelve daily newspapers in the city of San Francisco.

—The demagogue of this age, ex-Gov. Brown, of Georgia, is out in a strong letter favoring the speedy adoption by Georgia of the conditions of reconstruction recently passed in congress.

—A large and brilliant meteor was observed at Cleveland, Sunday evening, moving in a northwesterly direction. It lasted fully thirty minutes.

—News from New York says that collector Smythe will probably be removed.

—The Belgian consul general at New York, died Sunday night.

—The election in Georgetown, D. C., yesterday, passed off quietly. The candidate supported by the negroes was elected.

—A letter writer from Naples says he "drank in the whole sweep of the bay." Thirsty fellow, that!

An exchange says: There is a waterfall in California two thousand feet high. It is not made of hair.

—There are now on our northern lakes 1679 American vessels, with a tonnage of 440,140 tons, and 490 Canadian vessels, with a tonnage of 107,429 tons, making a fleet of 2171 vessels of all classes, with a tonnage of 547,396.

—The negro population of Nelson county, Virginia, has decreased 1690 in six years, being a loss of nearly one-third.

—Nine hundred and eighty-nine love letters were produced in evidence in a breach of promise case in Liverpool, recently. The lawyer must have been a walking edition of "the complete letter-writer."

—A municipal revenue law of Tuscaloosa levies a poll tax of six dollars, and a tax of five dollars upon journeymen or ordinary laborers.

—The Hon. Andrew Hunter, who was recently elected United States senator by the legislature of Arkansas, declines the position.

—The *Valley Virginian* says as high as forty per cent. interest has been charged by the national bank in Staunton. Such an institution is a public nuisance and should be abated.

—A French journal says: "A remarkable and perhaps almost unrivaled coincidence is recorded in the civil registry of Bar-sur-Aube. In 1866 there were inscribed there 106 births, 106 deaths and 106 marriages."

—A new feature in the New York circus is "blind man's bluff," played on horseback, by four young ladies and a gentleman.

—The latest "conscience money" case is that of a Newark man, who paid a farmer for apples he stole in childhood's sunny hours.

—The Philadelphia *Press* says Forrest is playing in that city to *tremendous houses*. Wonder what theater holds them?

—An Irishman in Mobile, on Tuesday last, thrashed a federal army officer soundly, for having, as he alleged, shot him whilst a prisoner in one of the northern military places of confinement during the war.

—Noticing a large arrival of tropical fruit from Los Angelos, including oranges, lemons, citrons, etc., a California paper predicts that ten years hence a single county will produce a handsome surplus after supplying the entire Pacific coast.

—A Bavarian mayor has recently ordered that neither coaches, wagons, nor horses belonging to the Jewish religion shall be employed at funerals.

—The ship Norway cleared at Mobile, on the 21st, for Liverpool, with a cargo of 5400 bales of cotton, weighing 2,701,538 pounds, and valued at $810,500. This is the largest and richest cargo that has left Mobile since the war.

—Seventy-two deaths occurred in two Dublin workhouses between the 19th and 21st of January, among those admitted within a few days before, after extreme suffering from cold and want of food.

—Upon the assembling of the next congress the house will stand: Radicals, one hundred and thirty-nine; democrats, forty-five. The senate will be composed of forty-two radicals and twelve democrats. This is a dark look-out for the country. There is one comfort, however, the destructives will have sufficient rope to hang themselves with.

—The Italian papers state that, owing to high winds in the Adriatic, Venice has been inundated to an extent which has never been equaled within the memory of any of the inhabitants. The piazza of San Mark was so flooded that boats and gondolas passed over it, and the whole of the space had the appearance of a vast lake.

—An alderman of Philadelphia is said to be the champion brick thrower of America. He can throw a brickbat so that the sharp corner will always strike.

—Interesting suits have been commenced by a member of a Chicago dry goods house against his partners and a New York merchant, for conspiracy to get him out of the firm. The aggregate damages are laid at $200,000.

—A deputation of the New York firemen's association will make a visit to Richmond, Charleston and Columbia, South Carolina, next month, taking with them a $4000 hose-carriage, as a present to the firemen of the last named city. Extensive preparations are being made to entertain the visitors.

—Parepa, while in New Haven, met a little blind girl, who is said to have a wonderfully sweet voice and musical talent of a high order. Parepa was delighted with the child, and begged of her parents to allow her to accompany her to Europe, and being refused offered to take both mother and child, and defray all expenses. Both these generous offers were reluctantly declined.

—The proposition to reduce the compound interest notes by the issue of greenbacks, will not be compromised in the committee of conference. The redemption of the compound interest notes with greenbacks will nevertheless be opposed in the senate on the ground that the treasury department will be abundantly able to pay for compound interest notes when due, without resorting to a fresh issue of greenbacks. Mr. McCulloch fully agrees with the house bill, which gives him discretionary power to issue no more greenbacks than he may deem necessary, instead of one hundred millions of dollars, as provided by the last bill.

—The Macon (Ga.) *Telegraph* says: "The weather for the last few days has been delightfully warm and pleasant. We notice vegetation is springing forward rapidly, and many of our early flowers are in full bloom. This is really fine planting weather, and—in view of the very short supply of provisions now on hand among our planters—we suggest the propriety of the planting at once of a small field of corn. Now is the time to plant this corn. Manure well, plant close, and you will have roasting corn by the 1st to the 10th of June, and corn for the mill in July."

—The Austin *Intelligencer* says that no great time will elapse before the Burnet iron works will be in full blast, and we doubt not that ere many years are gone, Texas, as rich as she is in her agricultural resources, will point to her inexhaustible deposits of iron, lead, silver and gold, and to her marble quarries and petroleum springs, as the principal sources of her wealth and prosperity.

—Reports from Wilson lead us to believe that, should no unforseen accident occur to the growing wheat crop, it will be the largest ever harvested in that county. Farmers say that it is in the most promising condition, and the breadth of land on which it is sown exceeds that of any previous year.

SUPREME COURT DECISION IN REFERENCE TO THE RECEPTION OF TENNESSEE MONEY FOR STATE TAXES.

Nashville, Tennessee, December Term, 1866—Present, Judges Sam. Milligan, James O. Shackelford and Alvin Hawkins—Thomas H. Coldwell, Attorney General and Reporter.

P. L. Nichol, clerk, etc., in error vs. Furman, Green & Co.

On the 14th of August, 1866, Francis Furman and Francis W. Green, citizens of Davidson county, Tennessee, filed their petition in the circuit court of said county, against P. L. Nichol, clerk of the county court of said county, for a writ of mandamus.

The petition alleges in substance that on the 1st day of August, 1866 petitioners entered into partnership under the firm name and style of Furman, Green & Co. as wholesale merchants in the city of Nashville.

Prior to that time the petitioner, Furman, had been a wholesale licensed merchant in the city of Nashville, and as such said clerk, on the 28th day of August, 1865, issued to him a wholesale yearly license for the year next ensuing. On the 31 day of August, 1866, said Furman appeared before said clerk, at his office, and tendered to him a statement under oath of the invoice cost of all the goods which had been brought into his said mercantile establishment for sale since the date of his said license up to that time. Upon said statement there were taxes due to the county of Davidson the sum of $883 65, which sum was tendered to said clerk, in lawful currency of the United States, and which he refused to accept unless said Furman would also pay the taxes due the State in like currency.

Upon said statement there was due from said Furman to the state, as state tax, the sum of $3,534 58.

Furman then tendered to said clerk the sum of $3535 in notes and issues of the bank of Tennessee, issued prior to the 6th day of May, 1861, in full payment and discharge of said sum of taxes due from him to the state of Tennessee, which said clerk refused to accept, because the same were not at par.

Furman, Green & Co. also applied to said clerk for a license, as such wholesale merchants for the next ensuing year, and tendered to him a bond as required by law, as they believed it was their right and duty to do, before they proceeded to purchase and sell goods, wares and merchandise, in the name and business of the new firm.

The clerk refused to accept the bond and to issue the license, because Furman had not paid the state tax due from him, as aforesaid, in par funds, and had only tendered and offered to pay the same in notes and issues of the bank of Tennessee, as aforesaid.

The petition also states that the bank of Tennessee was incorporated by an act of the general assembly of the state of Tennessee, passed on the 19th of January, 1838, entitled "an act to establish a state bank, to raise a fund for internal improvements, and to aid in the establishment of education," which act is particularly referred to and made a part of the petition, so far as the same may be applicable to the rights of the petitioners.

The petition further alleges that the bank notes tendered as aforesaid were issued by said bank, as provided for in the 12th section of said act of incorporation, and made payable to bearer; that said corporation is still in existence, and the charter unrepealed; that the bank was organized and issued no bills or notes, under the provisions of said charter, which circulated as money and legal currency, and insists petitioner Furman had the right to pay said taxes due from him to the state, under a contract between him and the state.

The petitioners pray that a writ of mandamus *nisi* issue, directed to said Nichol, clerk, as aforesaid, commanding him that unless in the meantime he receive said bank notes and bond, tendered as aforesaid, and issue said license, he appear and answer said writ, and show cause, if any he can, why a peremptory writ shall not issue against him, to compel him to receive said sum of $3535 in the notes tendered as aforesaid, and also to issue to the petitioners a license as demanded.

A writ *nisi* was awarded, and Nichol having been duly served with process, appeared by his attorneys and demurred to the petition, and set down and assigned the following causes of demurrer, to wit:

First. "Said petition does not show that there was a contract between the state of Tennessee and the said petitioners, or either of them, that the notes of the bank of Tennessee, held by petitioners, should be received in payment of taxes, due to the state of Tennessee from said petitioners."

Second. "Said petitioners have failed to show in their said petition that they became the holders of the said notes—the issues of the bank of Tennessee—before the passage of the act of the general assembly of said state, passed in 1858, entitled 'an act to revise the statutes of the state of Tennessee,' (Title 4, ch. 5, art. 2, of the code of Tennessee), or that they became the holders of said notes before the passage of the act, repealing the charter of the bank of Tennessee, passed on the — day of —, 1865."

The petitioners joined in demurrer, and upon argument had thereon, the same was overruled. Time was given the defendant within which to plead, which he declined to do, and thereupon a peremptory writ of mandamus was awarded, commanding the defendant to receive of the petitioners in payment of the state tax due as aforesaid, the notes or issues of the bank of Tennessee, issued prior to the 6th of May, 1861, and to issue to them a license, etc. From which judgment of the circuit court, the defendant, Nichol, has appealed in error to this court.

The question presented for our consideration in argument, and upon which it is conceded this case must depend, is this: Was the clerk of the county court of Davidson county bound to receive the notes of the bank of Tennessee tendered in payment of the taxes alleged to be due to the state?

The question is one of immense magnitude, the proper solution of which involves the application of great principles which but seldom pass in review before the judicial tribunals of this or any other country.

On the 19th day of January, 1838, the General Assembly of the State of Tennessee passed an act entitled, "An act, to establish a State Bank, to raise a fund for internal improvement, and to aid in the establishment of a system of education," by which was created a body corporate and politic, by the name and style of "The Bank of Tennessee," with a capital of five million of dollars, which upon the happening of certain contingencies should be increased.

By section 12 of said act of incorporation it is provided "That the bills or notes of the said corporation, originally made payable, or which shall have become payable on demand, in gold or silver coin, shall be receivable at the treasury of the state, and by all tax collectors and other public officers, in all payments for taxes or other moneys due to the state.

The provisions of this section were expressly repealed by an act passed in 1865, ch. 36, sec 33. This, it is admitted, the legislature had the right to do. But it is insisted, by counsel for the plaintiff in error, that section 603 of the code, which went into effect in May, 1858, operated as a repeal of said 12th section of the bank charter.

The provisions of this section are as follows: "The collector shall receive in discharge of public taxes, and other dues to the state, besides the constitutional and lawful currency of the United States—1st. Such bank notes as are current and passing at par in this state. 2d. Warrants issued by the comptroller. 3d. Certificates from the county court for killing a wild cat when offered in payment of the poll tax of the person to whom such certificate is given."

By section 41 of the code, it is declared: "All public and general acts, passed prior to the present session of the general assembly, and all public and special acts, the subjects whereof are revised in this code, except acts establishing or regulating special courts subject to the limitations and with the exceptions hereinafter expressed, are hereby repealed."

And by section 42 of the code it is declared "Local, special and private acts and acts of incorporation heretofore passed, are not repealed, unless it be herein so expressed."

It is not insisted that the 12th section of the bank charter has been *expressly* repealed, until the passage of the act of 1865, before referred to, but it is argued that the same was by *implication* repealed by said section 603 of the code.

A legislative intention to repeal an existing statute is never *presumed*, nor are implied repeals encouraged. Unless the provisions of a subsequent statute be inconsistent with those of a prior statute, it cannot be said that the legislature intended to repeal it. Smith vs. Hickman's heirs, Cooke, 330; Hockaday vs. Wilson, 1st Head, 115. Statutes are repealed in whole or in part by subsequent statutes, when the latter, referring to them, in terms declare the repeal and the extent of it, or when the provisions of the subsequent statute in their operation are inconsistent with or repugnant to the unchanged or unmodified operation of such former statutes. In the latter case the former statutes are repealed or changed or modified by the necessary implication of an express intention on the part of the legislature to compass that end, to the extent and in those particulars only in which such inconsistencies or repugnancy exist, and this without any reference even to such former statutes or any express declaration to that purpose. Browning vs. Jones, 4 Hum. 69.

If the statutes are not incompatible with each other, and both can stand and have effect, an implied repeal does not take place, and we must give operation to both. (Cate vs. the State, 3 Sneed, 120.)

From these general rules it is manifest that unless the act of 1858 is inconsistent with, or repugnant to, the 12th section of the act incorporating the bank, so that both cannot stand, and effect be given to both, the act of 1858 cannot be construed to repeal by implication the 12th section of the act of 1838. How is this?

By the latter it is enacted "that the bills or notes of the said corporation originally made payable, or which shall have become payable on demand in gold or silver coin, shall be receivable at the treasury of this state, and by all tax collectors and other public officers, in all payments for taxes or other moneys due to the state."

The act of 1858, which it is insisted repeals the foregoing section of the act of 1838, declares that besides the lawful currency of the United States the collector shall receive in discharge of public taxes, and other dues to the state, such bank notes as are current and passing at par in this state, warrants issued by the comptroller and certificates for killing wild-cats.

This act simply makes it the duty of the collector to receive such bank notes as are current and passing at par, certain warrant certificates, besides the constitutional and lawful currency of the United States, in discharge of public taxes, and other dues to the state, but does not provide that he shall receive nothing else. It can, therefore, stand in perfect harmony with the provisions of the 12th section of the bank charter, and full effect may be given to both as though they were parts of the same statute.

We are, therefore, of opinion that it cannot be said, section 603 of the Code operated as a repeal of section 12 of the act of 1838.

That the legislature itself was of the same opinion is evidenced by the fact that, by express enactment, it did declare the said 12th section repealed in 1865.

We come now to the consideration of more important questions.

What effect is to be given to the said 12th section of said bank charter, and to the repeal thereof in 1865?

The caption of the act states the purpose of the act to be "to establish a state bank, to raise a fund for internal improvement, and to aid in the establishment of a system of education."

By the first section it is declared "that a bank shall be, and is hereby established in the name and for the benefit of the state, to be known under the name and style of 'The Bank of Tennessee,' and the faith and credit of the state are hereby pledged for the support of the said bank, and to supply any deficiency in the funds hereinafter specifically pledged, and to give indemnity for all losses arising from such deficiency."

And by the second section the whole of the common school fund, whether the same had been invested in bank stock or was in the hands of the superintendent of public instruction, or of county agents or other persons, except so much as may have been vested in works of internal improvement, as well as the proceeds of the Ocoee lands, and the surplus federal revenue on deposit with the state, together with the unexpended interest thereon, was constituted a part of the capital stock of said bank.

By section 8 it was provided, among other things, "that of the dividends which shall be declared by the bank, one hundred thousand dollars shall be annually set apart for common schools, and the faith of the state is hereby pledged for an annual appropriation of said amount to common schools, to be applied as the general assembly may direct. Of the dividends of the bank remaining there shall be annually appropriated for thirty years and no longer, or not so long if the bank should not continue so long in operation, eighteen thousand dollars to county academies, to be applied as the general assembly may direct, and the faith of the state is hereby pledged for the payment of said sum."

These are funds referred to in the first section of the act as "funds hereinafter specifically pledged," and to supply any deficiency in which "the faith and credit of the state" were pledged.

The ordinary banking powers and privileges, including the power to issue bills or notes designed to pass as currency, were conferred upon the bank, and for its support the faith and credit of the state were pledged. For certain purposes it was constituted a fiscal agent of the state, and as a means of further aiding in the accomplishment of the purposes of the charter, it was declared that the bills or notes of the bank of a certain description should be receivable at the treasury of this state, and by all tax collectors and other public officers, in all payments for taxes or other moneys due to the state.

The bank was organized and went into operation under the provisions of its charter, issued its bills or notes, which were put into circulation as money and passed currently at par value, and were faithfully and promptly received by the state, in payment of all moneys due it, until the disastrous period in the history of the country, when the bank and its assets were seized by the persons engaged in a hostile armed rebellion against the lawful authorities of the government of the United States, who, without authority of law, and for the purpose of aiding the rebellion, removed the same beyond the limits of the state; but for the decision of this case, we do not deem it necessary to express any opinion as to the effect of this treasonable seizure, removal and appropriation of the assets of the bank—upon its subsequent transactions, or of the ultimate liability of the state for its lawful issues, or of the rights of parties under the 12th section of the charter who may have been engaged in that rebellion.

But it is insisted the revenue officers of the state are bound to receive the notes of the bank issued prior to the 6th of May, 1861, in payment for taxes due the state, under a contract between the state and the holders of the notes of the bank, and that this is so whether the party offering the same in payment received the notes before or since the repeal of the 12th section of the bank charter; and in support of this position the case of Woodruff vs. Trapnall, 10 Howard, has been cited and relied on.

Whilst that case is like this in some, it is wholly dissimilar in other important features.

The state of Arkansas brought suit against Woodruff and his securities upon his official bond as treasurer of the state, for the recovery of a sum of money alleged to have been received by him as treasurer, between the 27th day of October, 1836, and the 26th day of December, 1838. In 1845 a judgment was rendered against Woodruff and his securities. On the 24th of February, 1847, an execution having issued upon the judgment, Woodruff tendered to Trapnall, the attorney general, the full amount of the judgment, interest and cost, in the notes of the bank of the state of Arkansas, which were refused.

The bank charter was passed on the 2d of November, 1836, the 28th section of which provided "that the bills and notes of said institution shall be received in all payments of debts due to the state of Arkansas."

On the 10th day of January, 1845, this section was repealed. From this brief statement it will be seen that the indebtedness of Woodruff accrued before the repeal of the 28th section of the bank charter, and while the same was in full force, while in the case under consideration the indebtedness accrued after the repeal of the 12th section of the charter of the bank of Tennessee.

Judge McLean, in delivering the opinion of a majority of the judges of the supreme court of the United States in the case of Woodruff vs. Trapnall, said: "It is admitted he (Woodruff) had the notes in his possession at the time he made the tender, and that they were issued by the bank before the repeal of the section, and nothing more than this could be required." But it will be observed that this opinion was based upon the assumption that the 28th section of the charter had the effect of a guarantee, running with the notes of the bank in circulation, at the date of the repeal, as clearly as if on the face of every note the words had been engraved, "This note shall be received in payment of debts." While we regard the opinions of the supreme court of the United States as of very high authority, still the force of this opinion is certainly very much weakened by the fact that four out of nine judges, being unable to agree with the majority, delivered dissenting opinions.

A contract is defined to be an agreement between competent persons to do or not to do a certain thing.

The contract in this case was not made with the bank. No franchise was conferred upon it by the 12th section of the charter, and under it the bank could acquire no rights.

It was merely a fiscal agent of the state. Then with whom was it made? We answer there was a contract with the *bona fide* holder of the notes of the bank, lawfully issued, who received them prior to the repeal of the 12th section of the act chartering the bank. The state proposed to receive the notes of the bank from its debtors; but, suppose the bank had put none of its notes in circulation, then, notwithstanding the provisions of the 12th section, could it be insisted that any agreement had been entered into between the state and any one, by which the state had contracted to receive the notes of the bank? Certainly not.

The proposition was to persons about to become the holders of the notes of the bank. To them the state said: In order to accomplish the objects of this charter, and in consideration of the benefits which I will derive thereby, if you will give credit to the notes of this bank, and receive them, I will receive them from you in payment for taxes and other dues. And when, thereupon, the party to whom the proposition is made, in consideration of this promise upon the part of the state, receives the notes of the bank, the contract becomes complete between the State and the party who receives the notes. The consideration moving the state was good and sufficient; but there was no contract whatever between the State and persons who had received none of the notes of the bank.

So long as the 12th section remained upon the statute book unrepealed there was a continuing proposition upon the part of the state to its citizens, if you will receive the notes of the bank as money, the state will receive them from you in payment of your dues to the state; and if a second party is thereby induced to receive them from the party who received them from the bank, the proposition of the State is thereby accepted by the second holder, and, upon its acceptance, another contract becomes complete, as between the second holder and the state, by which the second holder of the notes is entitled to discharge his indebtedness to the state in the notes of the bank, not because of any imaginary guarantee upon the part of the state running with the note as a covenant seal running with land, nor because the second holder is substituted to the rights of the first holder, but because, when the proposition of the state to him, that if he will receive the notes as money it will receive them from him in payment of taxes and other dues, is accepted by the receipt of the notes, a separate distinct and independent contract is made; and thus as long as the proposition is continued, contract after contract springs up between the state and persons into whose hands the notes may successively pass.

There is no guarantee, whatever, upon the face of the note, or in any other manner accompanying it. The obligation of the state springs alone out of the statute as it *remains in force* at the time of the acceptance of the notes.

It is conceded in argument the state had the right to its own pleasure, to repeal the 12th section of the bank charter. This being so, every one into whose hands the notes passed, received them with a full knowledge of the fact, and gave them credit accordingly; and no one can, therefore, complain of a breach of faith upon the part of the state in repealing the section, or of the legal consequences which follow the repeal.

The repeal operated merely as a withdrawal by the state of the proposition, and, consequently, there could have been no contract between the state and persons into whose hands the notes passed subsequent to the repeal in 1865. The mutual agreement of parties, either express or implied, is indispensable to constitute a contract.

The case under consideration is distinguished from the case of Woodruff vs. Trapnall in at least one important feature.

In the latter case the court said "the entire stock of the bank is owned by the state. It furnishes the capital and receives the profits." How is it in this case? The common school fund, as well as the surplus revenue of the United States deposited with the state under an act of congress, approved June 23, 1836, and constituted a part of the capital of said bank, were trust funds, which the state held merely as a trustee. The surplus revenue was merely a deposit with the state and for its safe keeping, and to the payment thereof from time to time, whenever required by the secretary of the treasury, the faith of the state stood pledged. The state held the fund known as the common school fund as trustee for the purpose of educating the children of the state, and it was regarded so sacred, that, by article 11, section 10, of the constitution of the State, it is provided as follows: "And the fund called the *common school fund*, and all the lands and proceeds thereof, dividends, stocks and other property of every description whatever, heretofore by law, appropriated by the general assembly of this state for the use of common schools and all such as shall hereafter be appropriated, shall remain a perpetual fund, the principal of which shall never be diminished by legislative appropriations, and the interest thereof shall be inviolably appropriated to the support and encouragement of common schools throughout the state and for the equal benefit of all the people thereof, and no law shall be made authorizing said fund to be diverted to any other use than the support and encouragement of common schools."

But enough has already been stated to show, that one of the prime objects of the charter was to so provide that this trust fund should yield a profit, and to apply the same to the purposes of the trust.

It cannot, therefore, be said the capital of the bank belonged *exclusively* to the state, as did the capital of the bank of Arkansas, or that it received the profits thereof. But it has been argued that the principles of the case of Woodruff vs. Trapnall have been recognized and reaffirmed in the cases of Paup et al. vs. Drew, and of Trigg et al. vs. Drew. 10th Howard, Curran vs. the State of Arkansas, 15th Howard, and Hawthorn vs. Calef, 2 Wallace. The cases of Paup vs Drew and Trigg vs. Drew were decided at the same term of the court; the case of Woodruff vs. Trapnall was decided and although in the former the latter is referred to, we think it may well be doubted whether the conclusions arrived at in the different cases can be harmonized upon the principles of the case of Woodruff vs. Trapnall; but, be that as it may, Judge McLeon, who also delivered the opinion of the court in the cases of Paup vs. Drew and Trigg vs. Drew, in the former case says: "In the case of Woodruff vs. Trapnall, 10th Howard, 190, decided at the present term, this court held that the 28th section in the charter constituted a contract between the state and the holder of the bills of the bank; that the pledge of the state to receive the note of the bank in payment of debts, was a standing guarantee which embraced all the paper issued by the bank, until the guarantee was repealed; and that this construction was founded upon the fact that the bank belonged exclusively to the state, was conducted by its officers, and for its benefit."

Although it does not so distinctly appear in the opinion in the case of Woodruff vs. Trapnall, upon what ground the conclusion in that case was arrived at, still it is distinctly stated by the same judge, at the same term of the court, that the construction given to the contract was founded upon the fact that the bank belonged *exclusively* to the state, was conducted by its officers, and for its benefit.

Here there is a broad distinction between that case and this. They rest upon different principles. And were we to give that case full weight as conclusive authority upon the questions involved therein it cannot have the effect contended for in this case, if the case of Paup et al vs. Drew is to be regarded as authority.

In the case of Curran vs. the state of Arkansas, 15 Howard, the charter of the bank contained a pledge, or assurance, that certain funds deposited therein should be devoted to the payment of its debts. These funds were withdrawn by acts of the legislature. A bill was filed against the state of Arkansas, the bank of the state of Arkansas, and the officers of the bank. The court held that the pledge, or assurance, constituted a contract with the creditors, and that the acts of the legislature withdrawing these funds were void as impairing the obligation of the contract.

The case in 2 Wallace, relied on in argument, sustains the opinion of the court in the foregoing case, and also in the case of Woodruff vs. Trapnall, as it was understood in the case of Paup et al. vs. Drew. We do not conceive that any of these cases conflict with this opinion.

In the case of Curran vs. the state of Arkansas it is said, "That a state by becoming interested with others in a banking corporation, or by owning all the capital stock, does not impart to that corporation any of its privileges or prerogatives, that it lays down its sovereignty so far as the transactions of the corporation are concerned, and exercises no power or privilege in respect to those transactions not derived from the charter, has been repeatedly affirmed by this court."

But the transactions of the corporation do not form the subject matter involved in this controversy, and the question here is not, to what extent is the state liable because of its interest in the banking corporation, but it is to what extent is it bound by an act of the legislature which provides that the notes of the corporation shall be receivable by the state in payment of taxes and other dues?

The provisions of the first section of the bank charter, by which the faith and credit of the state are pledged for the support of the bank, can exercise no influence in determining the rights of the petitioners in this application. The question as to the ultimate liability of the state for the issues of the bank cannot be determined in this proceeding, or in any proceeding between the parties now before the court.

We regard it as well settled that a state can no more impair the obligation of its own contract by legislation, than it can impair the obligation of contracts between individuals, and that all legislation, the effect of which is to impair the obligation of a contract, is unconstitutional and void.

But the question whether there was a contract between the state and the petitioners in this case, must be determined by the same rules which would determine a similar question between individuals, and when the fact of the contract is once ascertained, the action of a sovereign state should be characterized by a more scrupulous regard to justice, morality and promptness, than belong to the ordinary transactions of individuals.

But what contract between the state and the petitioners was impaired by the repeal in 1865 of the 12th section of the bank charter? We answer none. They do not aver that at that time they were the bona fide holders of the notes of the bank which they have since tendered in the payment of taxes due the state.

It has been insisted that to hold the debtor to the state has the right to pay his debts in the issues of the bank, when they are greatly below par, would be equivalent to holding that a legislature has the power to tie up or destroy the revenues of the state, so as to defeat the ends of the government itself. We do not think so. While it is true that, while on questions of general policy, one legislature cannot bind those which shall succeed it, still one legislature may undoubtedly make a contract which shall bind those that shall come after it. No one will question the general power of the legislature to declare, by law, in what the revenues of the state may be paid; this, however, is under the control of the legislature, and may be changed at any time.

The power to levy taxes is a power belonging to sovereignty, which can never be exhausted as long as sovereignty itself continues; the exercise of which is regulated and restrained by the discretion of the legislature. As a matter of necessity, the right to exercise this power must be lodged somewhere; and with this right we must confer a confidence that it will be exercised solely with a view to the accomplishment of the legitimate purposes of revenue.

Suppose it was necessary to carry on the affairs of the government that the sum of one million dollars of par funds be raised by taxation, and that there were one million dollars of the issues of the bank of Tennessee in circulation which was worthless, and which the holders had the right to pay in discharge of their taxes; looking to these facts, the legislature certainly would have the right as it would be its duty to levy taxes with a view to the raising two millions of dollars of revenue, thus raising a sum sufficient to meet the expenses of the government over and above the amount of worthless paper which the state might be bound to receive.

Upon the question whether a bona fide holder of the notes of the bank, who received the same prior to the repeal of the 12th section of the charter, has or has not the right to pay taxes which have accrued to the state since the repeal, we express now no opinion.

We are satisfied that to entitle a party to pay his taxes in the notes of the bank, they must have been *lawfully* issued, and such person must have become the bona fide holder of such notes before the repeal of the 12th section of the charter.

The petition in this case does not aver that the notes tendered had been lawfully issued, or, in other words, that they were the legitimate issues of the bank, and that Furman had become the bona fide holder of the notes prior to the repeal.

We are, therefore, of opinion the judgment of the circuit court, overruling the demurrer to the petition was erroneous and must be reversed. The demurrer will be allowed and the petition dismissed. HAWKINS, Judge.

Attest: J. G. FRAZER, Clerk.

PROTECTION AGAINST CHOLERA.

A reported case of cholera in this city reminds us that the pestilence will surely return, and that before many days, unless the most thorough measures are adopted to prevent it. Any health bill, to be effective in guarding St. Louis against this pestilence, must be passed without delay. It will take time to get a new board into operation, and a thousand-fold more can be done in the way of prevention than by the most energetic measures after the disease has become epidemic.

The legislature has thus far waited in order to pass a really complete and satisfactory bill. The one adopted in the senate is in many respects imperfect, and not at all adapted to the emergency. At the request of some members of the legislature, a number of the most competent and influential citizens of St. Louis have carefully matured a bill, entirely non-partisan in character, and modeled after the New York law, which has been examined with great care by able lawyers and medical men, and has met with the entire approval of all who have been consulted. It will be offered in the house as a substitute for the senate bill, and we hope that it may be passed without delay by both houses. Prolonged discussion on this subject will simply defeat the efforts of those who seek to protect the city from cholera. Hasty changes in the details of a measure thus carefully prepared may easily render it practically useless. We believe that if carefully examined it will be found admirably adapted to the expected emergency, and we therefore ask that the legislature will promptly pass this bill rather than delay in the hope of obtaining a better. The peril already approaches, and it justifies immediate action. Any good bill, passed at once, will do more service than a better bill, passed two weeks hence. In behalf of the citizens of St. Louis, we earnestly entreat our friends in the legislature to act upon this subject as speedily as possible. Let it take precedence of all other legislation, by unanimous consent, until finally settled by the passage of a bill that will give us a board of health with ample powers.

The above article, taken from the St. Louis *Democrat*, is equally applicable to *Memphis*, and if the city authorities will, or cannot, devise sufficiently stringent measures to prepare the city in some degree for the almost certain advent, in early summer, of this fell scourge of the human race, it would be well if the radical, so-called legislature of the state, will drop the negro and his civil rights, sufficiently long to perfect a bill, to avert as far as possible the consequences of the criminal municipal apathy, in permitting the loss of precious time, which, if energetically employed, may save the lives of some hundreds of our fellow citizens, and avert the business stagnation so severely felt last season, and which so surely results from the presence of an epidemic.

MONS. JEAN BAPTISTE LASSUE, an ingenious Frenchman, of New York, claims to have invented an aerial ship, capable of being steered and managed in the air, and of making the trip across the Atlantic in three days and a half. His ship is a longitudinal cylinder, representing about 1000 feet in length and 300 in diameter. Through this cylinder, at its centre, passes a tunnel, and through this tunnel are steps, and men tread them to propel the ship. Attached to the outer surface of the cylinder is a thin screw or spiral flange, which, auger-like, is to bore the passage of the ship through the air.

ST. LOUIS has three synagogues, and is going to have a fourth. There are ten thousand Hebrews in the city.

FUNERAL NOTICE.

ANDREWS.—The friends and acquaintances of Dr. W. R. ANDREWS are respectfully invited to attend his funeral, from the residence of Mrs. Hope, No. 243 Union street, This (Friday) Afternoon, at 2½ o'clock.

Services by Rev. Mr. Witherspoon.

NEW ADVERTISMETS.

$75 REWARD—

Stolen, from the undersigned, on the night of the 27th February, one BAY HORSE; heavy mane and tail; branded on left shoulder U S-I C; collar marks on withers; about 14½ hands high; shod all round; paces under saddle.

Also, one large SORREL MULE; about 15 hands high branded U S-T and figure No. 2 above brand; shod all round; about half blind; badly marked with harness. I will give the above reward for the delivery of the animals and thief or $25 for either.

A. S. MOORE,
On Regan place, Hollow-tord road,
mh1 2w* 3 miles from the city.

Removal.

WE have removed to No. 262 Second street, opposite Court Square, and invite our friends patrons, and the public generally, to call at the new stand. See advertisement in another column.

mh1 1w NATHAN BROS. & CO.

Dissolution of Copartnership

THE copartnership heretofore existing between EDWARD IVINSON and LEWIS R. GILBERT was dissolved by mutual consent February 14th. The business will be carried on at the old stand by EDWARD IVINSON, and he alone is authorized to settle up the affairs of the old firm.

EDWARD IVINSON.
mh1 1w LEWIS R. GILBERT.

Cash Advances
MADE ON
COTTON
Consigned to my friends in
New York, New Orleans & Liverpool.
EDWARD WARBURG,
mh1 3m 228 Front street.

JAMES FLAHERTY, Agent,
UNDERTAKER,
Nos. 326 and 328 Second Street,
Near Union, : : : MEMPHIS, TENN.
mh1 1m

HOTBED SASH,
Glazed or Unglazed,
VERY CHEAP,
M'WILLIAMS & CO.,
No. 341 Second Street.
feb26 3m

NATHAN BRO.'S & CO.,
262 Second Street,
Opposite Court Square,
IMPORTERS OF
RHENISH & FRENCH WINES,
LIQUORS, SECARS,
—AND—
Foreign Fruit and Produce.

WE call attention to our large stock of RHINE WINES, which we sell at lowest figures in or out of Bond here, or in Bond at New York.

We also keep constantly on hand:
Ale and Porter;
Best brands of French Brandies;
" " Rye and Bourbon Whisky;
Sherry and Port Wines;
Selter's Water, direct from the Springs;
California Wines and Brandies;
Genuine Piper Heidsick Champagne;

And every conceivable article in the Liquor line, too numerous to mention.

Our stock of FOREIGN FRUIT AND PRODUCE consists of
DRIED PRUNES AND CHERRIES;
SWISS AND LIMBURG CHEESE;
HOLLAND HERRING;
SARDELLEN LENTILS;
SPLIT PEAS; BARLEY;
GREEN KERN;
GERMAN SAGO FARINA, ETC., ETC.
mh1 3m

Attachment Suits.

Moses Jones vs. M. P. Crawford.
Daniel C. Cox vs. M. P. Crawford.

AFFIDAVIT for Attachment having been made in these two cases and attachment having been issued against the estate of M. P. Crawford, upon the ground that he is a non-resident of the State of Tennessee, and they having been returned "levied," etc.,

It is therefore ordered, that said defendant enter his appearance on or before the 4th day of April, 1867, to plead, answer or demur to the said plaintiff's complaints or the same will be taken for confessed and the cases set for hearing ex parte, and that a copy of this order be published once a week for four consecutive weeks in the Memphis APPEAL. Dated February 28, 1867.

S. A. MOORE, J. P.
Dixon & Hough, plaintiffs attorneys.
mh1 law4w*

Pinkeyes! Pinkeyes!

JUST received and for sale;
1000 bbls. PINKEYE POTATOES,
BENDER & McMAKIN,
feb23 3w No. 305 Main street.

AMUSEMENTS.

NEW MEMPHIS THEATER

Lessee and Manager..........W. C. THOMPSON.

Benefit of Mr. W. J. FLORENCE.
Friday Evening, March 1, '67,

Will be presented the celebrated comedy of The Knight of Avon. The Knight of Avon, Mr. Florence. To conclude with the protean farce of A Lesson For Husbands—in which Mrs. Florence will sustain six characters, with songs and dances. O'Leary, a doorkeeper, Mr. Florence.

Front Street Museum!

NOW on exhibition the Bohemian Glass Blower, Wax Statuary, the great Panorama, etc., etc.
Open from 9 a.m. to 5 p.m. feb2 tf

NEW ADVERTISEME'TS

HORSE THIEF—

Stolen, last night, on Vance street, my PONY, 11½ hands high; 8 years old; paces and trots; shod all around; white as snow. A liberal reward for him and the thief at the Arcade, 396 Main street. [feb28 tf] M. C. CAYCE.

H. WADE & CO.,
Wholesale and Retail
Booksellers and Stationers,
283 Main Street.

WE sell all the SCHOOL BOOKS used in this country. We sell Miscellaneous Books, to-wit: Law, Medical, Philosophical, Historical, Scientific, Philanthropic, Theological. We name a number:
Kent's Commentaries;
Redfield on Wills and Executors;
English Chancery Reports;
Flint's Practice;
Watson's Practice;
Wood's Practice;
U. S. Dispensatory;
Hamilton's Philosophy;
Humes' History of England;
Macauley's England;
Froude's England;
Alison's History of Europe;
Cyclopedia of English Literature; Baker's Great Basin of the Nile; Kitto's Biblical Cyclopedia, a new and enlarged edition; Guizot's Meditations on Christianity.

Novels—St. Elmo; Chandos; Idalia; Berlin and Sans-Souci; The American Family in Germany. Paper and Blank Books of all kinds; and a thousand other books just as desirable.

We sell as low as it is possible to sell and live. Permit us to solicit your trade.
feb27 1m H. WADE & CO., 283 Main st.

SPRING STOCK RECEIVED.
JOS. S. LEVETT & CO.,
Wholesale Dealers in
BOOTS, SHOES AND LEATHER,
Are now receiving seasonable supply of
Boots and Shoes,

WHICH they sell cheaper to the trade than since the war, having been bought for Cash direct from manufacturers.

ALSO—Importers of French Calf Skins, and dealers in Sole and Upper Leather generally.

The highest prices paid for Beef Hides.
JOS. S. LEVETT & Co.,
feb27 1m 332 Main street.

R. D. WARD & CO.,
Wholesale and Retail Dealers in
DRUGS,
MEDICINES AND CHEMICALS,
Dental and Surgical Instruments,
Fancy Articles, Etc., Etc.,
NO. 175 MAIN STREET.
Woodruff Block,
Near Overton Hotel,
MEMPHIS, : : : TENN.

Memphis, Jan. 27, 1867.

I TAKE this method of informing my friends and also the friends and patrons of the old firm of Ward & McClelland, that I have fitted up, and in person selected, an entire new stock of Drugs, Medicines and Fancy Articles, in fact everything pertaining to a first class Drug and Prescription store, and have employed competent assistants, and will give personal attention to the business.

Prescriptions carefully compounded at all hours, DAY AND NIGHT. R. D. WARD.

We have connected with our store a large and complete
SEED ESTABLISHMENT,
which will be under the supervision of our Mr. J. C. Ward, one of the firm.
feb27 1m R. D. WARD & CO.

TOBACCO EMPORIUM.
THURMOND, FOSTER & CO.,
Tobacco Factors
—AND—
General Commission Merchants,
UNDER THE GREENLAW OPERA HOUSE.
feb27 3m

MARINER & CURTIS
BOOTS SHOES & HATS
219 MAIN ST.
Under the Worsham House.
A fine assortment of
RETAIL WORK
Always on hand. feb26 2m

DAN ABLE & CO.,
RECTIFIERS
AND DEALERS IN
FOREIGN AND DOMESTIC
LIQUORS.
WE SELL TO THE TRADE AT
PRICES AS REASONABLE
AS THEY CAN BUY AT
ST. LOUIS, CINCINNATI,
Or any other Market.
No. 3 Bradley Block, Memphis.
Manufacturers of
EXCELSIOR BITTERS,
SUPERIOR TO ANY IN USE.
feb26 1m

JOHN S. DICKERSON & CO.,
Importers and Dealers in Metals,
OFFER FOR SALE
Tin Plates,
Roofing Tin,
Sheet Iron,
Russia Iron,
Copper,
Block Tin,
Lead,
Wire,
Zinc, etc., etc.,
29 & 31 CLIFF ST., Corner Fulton,
feb13 3m NEW YORK.

AUCTION.

ADMINISTRATOR'S SALE
OF A STOCK OF
ASSORTED MERCHANDISE

WE sell THIS (Friday) MORNING, March 1st, at 10 o'clock, under the direction of the Administratrix, an assorted stock of Merchandise, consisting of Dry Goods, Groceries, Hardware, Boots, Shoes, Etc. The stock is arranged for sale on our first and second floors, and will be sold without reserve for Cash.
ROYSTER, TREZEVANT & CO.,
mh1 1t Auctioneers.

Groceries! Groceries!
Bar-Fixtures and Lease,
By A. S. Levy & Co.

WE will sell FRIDAY MORNING NEXT, 1st March, at 10 o'clock, at No. 145 Poplar street, a large lot of FAMILY GROCERIES. Also, Fixtures, Shelving, Counters, and Twenty months' Lease of the above house.
feb28 2t A. S. LEVY, Auctioneer.

MONSARRAT & MONTGOMERY,

AUCTIONEERS AND REAL ESTATE BROKERS, Ayres Building, East side Court st. We shall have regular Trade Sales of Dry Goods, Clothing, Hats, Boots, Shoes and Furniture. Parties having Consignments of Goods to be sold at Auction will do well to call on us.

REAL ESTATE.

We still continue to give prompt attention to all Real Estate entrusted to our care. Our regular Auction Sales will commence in a few days. We have some very desirable property which will be sold on the usual terms.
feb24 lot MONSARRAT & MONTGOMERY.

A. S. ROGERSON,
AUCTIONEER
NO. 312 MAIN STREET,
Corner of Monroe Street, Memphis.

REGULAR TRADE SALES OF DRY GOODS, Clothing, Boots, Shoes, Hats, Notions, Fancy and Variety Goods, TUESDAYS and FRIDAYS of each week. Special sales of any description of Merchandise made on other days.

N. B.—All consignments should be made previous to the day of sale to facilitate the arrangements of the sale. jan31 3m

MISCELLANEOUS.

OVERTON HOTEL,
LADIES ENTRANCE,
OFFICE, No. 4 FIRST FLOOR.
M. BERNHARDT
OPTICIAN AND OCULIST,
Of Berlin, Prussia.
IMPORTANT NEW INVENTION.
Australian Cristal.
SPECTACLES.

The only perfect Lens in existence. Superior to any other in use—constructed in accordance with the science and philosophy of nature in the peculiar form of a
Concavo-Convex Elipsis.
Admirably adapted to the Organ of Sight, and perfectly natural to the eye, affording altogether the best artificial help to the human vision ever invented. Sold only by the Professor of Optics and Spectacle Manufacturer.

The Advantages

Of these Spectacles over all others are:

1st.—The only true Lens known being perfectly free from chromatic light, so well known to be the cause of injury to the vision, and which makes the change from Spectacles to Glasses of stronger power so often required, while in many instances both near and distant objects are seen with equal facility through the same Glasses.

2d.—Can be worn with perfect ease for any length of time at one sitting, giving astonishing clearness of vision, particularly by candle or other artificial light—comfort to the spectacle wearer hitherto unknown.

3d.—When the eyes ache or pain through the action of a bright light, such as is reflected from snow, sunny weather, white paper, and in reading, writing or sewing, or vivid colored bodies, these lenses, by softening the rays, effect a most agreeable sensation and give great relief.

4th.—In all nervous affections of the eye, causing dull and startling pains in the eyeball or temple, appearance of luminous and dark spots in the atmosphere, aching or feeling like sand in the eyes, the disturbed nerves are quieted and soothed.

5th.—Ground by peculiar machinery, got up at great cost, mathematically calculated expressly for the manufacture of this lens, so as to produce it with the true spherical accuracy, and its focus is at the exact centre, a point of vital importance, and which no other lens possesses.

6th.—These Spectacles are scientifically adjusted to every case of defective sight with unerring accuracy, whether arising from age, disease, strain, overwork or premature decay, by Dr. M. BERNHARDT, on a new, exact principle entirely his own, which has seldom failed to be correct.

7th.—Proof of superiority over the old kind of Spectacles: They are used exclusively at all the hospitals for diseases of the eye in Berlin, Prussia, and elsewhere.

Testimony of Recommendations
From Medical Gentlemen,
Professors of the highest Opthalmic talent in Memphis, Tenn., and in the Union:

MEMPHIS, TENN., February 14, 1867.

I do most willingly bear my testimony in favor of the superiority of the Australian Crystal Spectacles over all other kinds. They are constructed upon the best established and understood principles of Optics, and their adaptation to the human eye in its different conditions of vision is so perfect as to render sight easy without effort. In my opinion none others should be used, since the eyes, once used to these, do not seem to grow old, and by having a focus at any point of the surface, they appear to restore the eyes to their youthful energy. I can the more confidently recommend Dr. BERNHARDT to the public, from an acquaintance with many of those from whom he comes recommended to us.
A. K. TAYLOR, M. D.

MEMPHIS, TENN., February 15, 1867.

I have found a great deal of pleasure in examining the exquisite fabrics of Dr. BERNHARDT, in the way of Eye-Glasses. The Crystal used by him is of wonderful purity, and the style of his Glasses so diversified as to suit every conceivable case of need. He has selected for me a pair of Glasses, which promise to give me great aid and comfort in my future reading. I am among the many persons who testify to his capacity as an Oculist and Optician, and to the value of his services rendered to them, several prominent Clergymen and Statesmen with whom I am acquainted.
JOHN R. FRAYSER, M. D.

MEMPHIS, TENN., February 16, 1867.

We have examined the Lenses of Dr. BERNHARDT, and consider them superior to any we have seen. They are admirably adapted not only to improve the imperfections of impaired sight, but to relieve the weariness of vision which constant study produces. Many of the Glasses are of new and ingenious contrivance. We cordially recommend the Doctor to all those who require scientific optical assistance.
JOHN PITMAN, M. D.
GEORGE R. GRANT, M. D.
F. R. HOPSON, M. D.
E. MILES WILLETT, M. D., 161 Adams street.
Rev. J. C. STEDMAN.
G. WHITE, Rector of Calvary Church.
Rev. J. D. WITHERSPOON.
Rev. Dr. S. H. FORD, Pastor Baptist Church.
C. A. DAVIS Cumberland Presbyterian Church.
M. D. LILLY, O. S. D.
Dr. R. W. CREIGHTON.
Dr. IRWIN, 401 Shelby street.

Testimonials similar to the above may be seen at Dr. BERNHARDT's office, from
R. D. ARNOLD, M. D., Savannah, Ga.
JOSEPH H. PLUNKETT, Pastor of St. Paul's, Portsmouth, Va.
Hon. JAMES L. ORR, Governor of South of Carolina.
Hon. JONATHAN WORTH, Governor of North Carolina.
Hon. A. CURTIN, Governor of Pennsylvania.
Hon. O. P. MORTON, Governor of Indiana.
Hon. H. A. SWIFT, Ex-Governor of Minnesota.
Hon. ALEX. RAMSEY, Ex-Governor of Minnesota.
Hon. RICHARD YATES, Governor of Illinois.
H. SEYMOUR, Governor of New York.
R. F. FENTON, Governor of New York.
And many other distinguished gentlemen.

Several years of public practice and study in the hospitals in Europe, adjusting spectacles to patients under every aspect of defective vision, as well as experience in an extensive, long established business in his optical stores, both here and in Europe, Dr. BERNHARDT considers it a sufficient guarantee of his ability to apply such glasses as are best calculated for the assistance or recovery of imperfect sight.

Office Hours from 9 a.m. to 5 p.m.
OVERTON HOTEL.
Room No. 4.

N. B.—Owing to engagements elsewhere, Dr. BERNHARDT will be able to remain here but a short time only. feb20 tf

JOSEPH WILLIS. FLETCHER SLOAN.
WILLIS & SLOAN
ARCHITECTS,
OFFICE—Room No. 9, over the DeSoto Savings Institute,
No. 20 Madison St., Memphis, Tenn.,

WILL furnish Plans and Specifications for all kinds and styles of buildings, and superintend their erection, and measure all kinds of mechanical work connected with buildings feb13 1m

Watchmaker and Optician.
E. L. MICHOT, 357 1-2 Main Street,

PRACTICAL WATCHMAKER, has for sale Watch Material, Clocks, and Spectacles of all kinds. feb16 3m

F. STITH,
Architect and Engineer,
Irving Block, 3d Floor, North Stairway,
feb15 1m

A. A. POOLEY. ED. M. BARNUM. F. D. BARNUM.
POOLEY, BARNUM & CO.,
—DEALERS IN—
DIAMONDS, WATCHES,
Jewelry,
SILVERWARE, FANCY GOODS, ETC., ETC.,
NO. 265 MAIN STREET,
Cor. Court, MEMPHIS, TENN.
feb12 3m

FRED. WEBBER
House and Steamboat Roofer!

WHOLESALE dealer in Roofing Gum and Pitch, Saturated Roofing Paper, Imported Felt. Manufacturer of a superior preparation for the preservation of Tin and Metal Roofs that has given satisfaction for Fourteen years.

OFFICE—Southeast corner First and Market streets, Louisville, Kentucky. feb19 3m

GAYOSO SAVINGS INSTITUTION,
MEMPHIS, TENNESSEE,
Banking House 19 Madison St.

This Institution, organized in 1856, has been in continuous and successful operation for the past ten years, continues to transact a

GENERAL EXCHANGE AND BANKING BUSINESS.

Will Receive Deposits, Buy and Sell

Foreign & Domestic Exchange, Gold, Silver and Uncurrent Money.

SELLS Exchange in sums to suit purchasers, on London and all leading cities of the United States, and will make collections on all accessible places in the South and West.

E. M. AVERY, Cashier.
JOHN C. LANIER, President.
feb10 je29-ly-ag17 tf

FOR RENT.

FOR RENT—

A large BOARDING HOUSE having a good transient custom. Possession given immediately. No bonus required. Apply at once to No. 361 Front street. feb28 3t

FOR RENT—

A firstrate STORE in the Ayres Block on Second street. Fixtures for sale. Apply to WILLIAMS, CARTMELL & CO., 276 Second street. feb26 tf

FOR RENT—

A Store and Cellar on Main street, between Market and Winchester, with rooms above suitable for dwelling. Apply to PICKETT & HANSON, 15 Union st., Lee Block. feb23 5t°

FOR RENT—

A neat Cottage, with four rooms and cistern, on Allen's avenue. Possession given immediately. Apply at 32 Avery street. feb22 tf

FOR RENT—

One of the best plantations on the Arkansas river, containing 1200 acres land, ready for the plow; steam gin, comfortable dwelling house, good frame negro houses and all necessary outbuildings. This place is entirely above overflow, and one of the most productive in the State. Rent moderate and terms easy. Refer to PARTEE, McGEHEE & CO., 290 Front street, Memphis. feb20 10t

BOARDING.

BOARDING—

A nicely furnished front room and one unfurnished, with board, can be had in a private family, by early application at 106 Monroe st. Reference required and given. feb24 1w

LOST--FOUND.

FOUND—

In one of the rooms of the Worsham House, by Maj. T. T. Hunt, a PACKAGE OF MONEY, which he has handed to me, and which is placed in the safe of this house for the owner, on a description and proof of same.
mh1 1w J. J. WORSHAM.

HORSE LOST—

A light bay HORSE, swob tail, high headed, heavy mane, one hind foot, fast trotter, and about nine years old. Any one returning the above Horse to Forrest's Stable, on Adams street, will be liberally rewarded. jan27 tf

WANTS.

WANTED—

Men with small capital to purchase State and County Rights for the manufacture and sale of the Aurora Oil. Pays larger than any other business. For Rights apply to B. K. COWLES & CO., 46 North Court street. feb23 2wd&w

WANTED—

A situation by a practical Book-keeper. Best of reference given. Address Lock Box 89. feb26 3t

WANTED—

Board, by a family of three persons. Address, A. L., Postoffice, stating terms and location. feb26 3t

WANTED—AGENTS—

To sell the "Crescent Family Sewing Machine," the best low priced Machine made. Please send for circulars and obtain full particulars. Address,
CHAS. F. HASTY,
245 Second street,
Memphis, Tenn.
au3-6m¼*-jan9

WANTED—

By a competent Book-keeper a situation to post a set of books in the evening. Would ask a very reasonable compensation. Apply at No. 7 Washington street. jan8 tf

FOR SALE.

FOR SALE—

One Fine Office DOUBLE DESK, of oak wood. Apply at No. 17 Madison street. feb23 1w

FOR SALE—

One large Fire and Burglar-proof SAFE for sale. Apply at 168 Front street. Those wishing a good Safe at a bargain call soon. fel3 tf

NOTICES.

NOTICE—

There will be no bills paid by the steamer DIE VERNON unless ordered by the Captain or Clerk. J. F. HICKS.
Bulletin and Avalanche copy. jan6 tf

MISCELLANEOUS.

COUNTRY RESIDENCE For Sale.

HALF MILE from Bartlett, on the M. & O Railroad, 12 miles from Memphis. A nice Cottage of four rooms, with kitchen and servants' quarters, and twenty acres of ground, half woodland, fine garden and orchard, and in the neighborhood of fine schools.
feb19 1w ROYSTER, TREZEVANT & CO.

JAMES FLAHERTY, Agent,

—DEALER IN—

FURNITURE,

No. 326 Second Street,
Between Monroe and Union,
MEMPHIS, : : : TENN.
feb23 1m

Dissolution of Partnership.

THE PARTNERSHIP heretofore existing between A. J. Goode and D. N. Walden, under the firm and style of Goode & Walden, is this day dissolved by mutual consent, and no contract, draft or writing entered into by one of the parties, subsequent to this Dissolution, shall be binding on the other; and all debts which have accrued previously are to be settled jointly. Their lands, stock, farming utensils, etc., are to be equally divided between them. And it is further agreed that D. N. Walden shall have a lien on the crop of cotton and corn raised on their plantation, in the year 1866, or so much thereof as will make him equal in the amount received and the amount expended for the cultivation and purchase of said land, in accordance with an article of agreement made by said Goode and Walden, April 23, 1866.

Given under our hands at Bordeaux Point, Tunica county, Miss., January 5, 1867.
A. J. GOODE,
D. N. WALDEN.
fe27 3t°

For Sale.

TWO ACRES—the most desirable building or residence property in the vicinity of Memphis—opposite Etchevarne's Garden. A high elevation, commanding a beautiful view of the whole city and river. Those wishing the most beautiful spot around Memphis for a home can obtain the same by calling on
MARTIN GRIFFIN,
feb26 tf Cashier German National Bank.

FRANKLIN
JOB PRINTING HOUSE

15 West Court Street,
Memphis, Tenn.

The Franklin Job Printing House
Is made up of the latest and most beautiful styles of Newly-Cut Types, Borders, Scripts, Ornaments and Designs, representing all branches of trade.

The Franklin Job Printing House
Has in successful operation FIVE LIGHTNING JOB PRESSES—all of the most celebrated patterns now known.

The Franklin Job Printing House
Has always on hand a large and elegant assortment of Printers' Stationery—adapted to Business Cards, Bill Heads, Circulars, Letter Heads, Envelopes, Bills of Lading, Dray Tickets, Bank Checks, Notes, Drafts, and every description of FINE PRINTING.

The Franklin Job Printing House
Will turn out none but the BEST WORK, and at as low prices as any house in the city—satisfaction being guaranteed in every instance.

The Franklin Job Printing House,
In all its departments, is under the personal supervision of the Proprietor, who has been practically engaged in the printing business in this city for the past fifteen years. In a word, the business of

The Franklin Job Printing House
Will be conducted on such fair, liberal, honorable principles as cannot fail to recommend itself to the confidence and patronage of the Merchants and Business Men of Memphis,—from whom orders for all kinds of Mercantile Printing are solicited.
Respectfully,
S. C. TOOF,
feb12 Proprietor.

A. H. ISAACSON. H. O. SEIXAS.

ISAACSON, SEIXAS & CO.,
Wholesale Grocers
—AND—
IMPORTERS,

No. 66 Common Street,
NEW ORLEANS.

PARTICULAR attention given to the purchase of Coffee, Sugar and Molasses.

REFERENCES:
Commercial Bank of Tennessee, Memphis;
Pike, Lapeyre & Brother, New Orleans;
B. M. Runyan, Banker, St. Louis. feb23 tf

PROPOSALS
For Twenty or Thirty Acres of Land and the Burying of Paupers.

THE undersigned Commissioners, appointed at the January term of the County Court to receive proposals for burying Paupers and furnishing the grounds, and for the same service, the grounds being furnished to the undertaker; and, also, to ascertain what a Pottersfield can be procured for, not to exceed four miles from the city, would solicit bids and proposals for the above objects so as to report to the next term of the Court.

Proposals must be handed in to Esq. Creighton before the 20th day of March.
J. H. GOODLETT,
JAMES HALL,
JOHN C. CREIGHTON,
Commissioners.
Memphis, Tenn., Feb. 22, 1867. feb23 td

MEMPHIS APPEAL.
Office--No. 13 Madison Street.
FRIDAY, : : : : : : : : : : MARCH 1, 1867

CITY MATTERS.

Mississippi and Tennessee Railroad.

	ARRIVE:	DEPART:
New Orleans Express	9:30 p.m.	4:45 p.m.
Batesville Accomo'n	10:45 "	2:15 "

feb24 C. P. OAKLEY, Gen. Ticket Ag't.

Notice.

The public are hereby notified not to pay to any one any bills due THE APPEAL, for advertising since January 31st, unless they have written authority from me.
JOHN AINSLIE,
Cashier and Manager.

To the Patrons of the Appeal.

You are requested not to pay any carriers without a certificate from me, and to report at the counting desk any irregularity in carriers. L. DAVIES.

THE interesting services in the Second Presbyterian church are still continued. Rev. Dr. Nall, an able and impressive speaker, is preaching day and night to deeply attentive congregations.

COMMITTED.—William Irvine was yesterday furnished quarters in the county prison, by order of Justice Hall, to await his trial before the criminal court, on a charge of larceny.

TRUE BILLS.—The grand jury yesterday found two true bills against Allen D. Fundenberg, for forgery. His trial will probably take place before the adjournment of the criminal court.

BANK OF TENNESSEE MONEY.—We beg to call the attention of bankers and others interested to the decision of the supreme court at Nashville in relation to bank of Tennessee money, which will be found on another page. We tender our thanks to Mr. Wm. M. Connelly for a copy of the same.

UNDERTAKERS.—The establishment of J. C. Holst & Co., 320 Main street, is one of the most perfect of its kind in this section of the country. Their stock is always of the most chaste kind, and orders entrusted to them are faithfully filled. In a word, they are prompt, obliging, good business men. Their card may be found in another column.

MOVED.—The popular and deserving Messrs. Nathan Bros. & Co. have removed to 252 Second street, opposite Court square, where they will be glad to see their friends to-day. This firm imports, direct, Rhine wines, German fruits, and produce of all kinds, which, with their stock of fine wines, liquors and cigars, wholesale and retail, will compare favorably with any in the city. Their card will be found in another column.

WEATHER AND POLICE.—The weather for the past twenty-four hours has been juicy, "muchly so," a heavy rain falling, which of course has not improved the condition of the streets much for pedestrians; the dark, gloomy day had, however, a good effect on criminals, keeping them within doors, as up to dark last evening only one arrest had been made at the first district.

EMMONS & SON, No. 10 Jefferson street, are constantly receiving new books. They have now Scanzoni's Treaties on the Diseases of Females, Virchoor's Cellular Pathology, Smith's Lectures on Obstetrics, Gardner on Sterility, Webster's Practical Letter-Writer, Every Lady Her Own Shoemaker, together with the latest novels, novelettes, magazines and newspapers. They have just received the New York Ledger, Chimney Corner, Literary Album and London Art Journal.

NEW MEMPHIS THEATER.—Although the night was dark and stormy and the walking execrable, the New Memphis was comfortably filled to see *Ireland as it Was,*" the "Ragged Pat" of Mr. Florence, and the "Judy O'Trot" of Mrs. Florence was excellent, and drew forth repeated rounds of applause. They were admirably supported by the stock company in this as well as the afterpiece of the *Irish Mormon.* To-night, for the benefit of Mr. W. J. Florence, *The Knight of Avon,* and a *Lesson for Husbands* will be presented.

REGISTRY OF DEEDS AND MORTGAGES.—Geo. Gantt, deed of a lot of land seventy-five feet front on Dunlap street, to J. Aselmeyer, for $2600; Chas. D. Maclean to Nelson Mynatt, two lots in Fort Pickering, on south Broadway, each twenty-five feet front, for $500; Mrs. A. M. Loague to J. P. Trezevant, a lot twenty-feet on Poplar street, 148½ feet deep, for $4000, trust deed; warrantee deed, Earnest Levy to Mrs. A. M. Logan, a lot twenty-five feet on Poplar street, 148½ feet deep, for $6500; quit claim deed, Louisa Overrzo to J. Broder, fifty acres of land, number 117, range 6, for $1100.

THE GRAND OPERA.—By a telegram received from Mr. J. H. Rogers last night, we learn that the grand opera troupe from the city of Mexico will open at the Greenlaw opera house, in this city, on Tuesday night, when the opera of *Traviata* will be produced in a style seldom witnessed. This troupe numbers about sixty people in all, and have been playing in New Orleans for several weeks, where they have drawn large houses. Subscription lists will be opened to-day at the Greenlaw, from 10 a.m. to 5 p.m., when parties who desire to secure seats would do well to apply.

THE FESTIVAL.—Everybody who visits the fair at the Stillman hall on the corner of Madison and Second streets, cannot fail to be pleased at the way in which the affair is conducted. The president, Mrs. Williamson, the managers, Mrs. Greenlaw and Mrs. Tate, with their able corps of young and beautiful assistants, are actively engaged endeavoring to make it pleasant for visitors, and right royally do they succeed. These noble christian ladies are engaged in a good work, and their prospects of success is as fair as can be expected. Don't fail to visit Stillman hall, open every night this week. The voting for the statuary closes at nine o'clock Saturday night.

MANAGER THOMPSON.—In the multiplicity of amusements that are being offered to our people, none will be more attractive than the grand complimentary benefit to be given to Manager Thompson, of the New Memphis theater, on Tuesday night next, on which occasion the Florences appear, supported by an array of histrionic talent such as is rarely seen in Memphis. But we are sure it does not require any extraordinary attraction to fill the Mew Memphis to its utmost capacity, on the occasion of a benefit tendered to so worthy a gentleman and such an excellent manager as Mr. W. C. Thompson, the man who spends his money where he made it, and is a fixture in our midst—truly and virtually one of us.

STALLED, BUT NOT STOLEN.—Instructions were received at the police stations yesterday to arrest the driver of dray No. 652, on a charge of stealing three bales of cotton. A patrolman was detailed to assist the owner in searching for his property. After a short search, they found the driver, who, for hours, had been stalled on Shelby street, his mule and dray being nearly buried in the mud, and, like the yankee's horse who balked at the foot of the hill, "he was thar." The owner laughed heartily at the joke, and muttered something which sounded like a blessing on the street committee, had his cotton rolled through the mud for a short distance, reloaded and went on his way singing,

> "Knee deep in the mud! knee deep!
> And deeper the further you go;
> Hard o'er the surface to keep
> When there's nothing hard below."

A SPLENDID PIECE OF WORK.—The splendid offices of H. A. Littleton & Co. and the Mississippi Valley insurance company, No. 22 Madison street, have had their window lettered by Hook & Legrill, of 33 Union street, at a cost of $300, in a manner that is alike a credit to the artist, the proprietors of these popular insurance agencies and an ornament to the building. May the worthy gentlemen be abundantly rewarded for their enterprise and taste in thus decorating the finest office of the kind in Memphis.

ROBBERY ON A STEAMBOAT.

Six Thousand Two Hundred and Thirty-four Dollars Robbed From the Steamer's Safe.

Four Thousand Six Hundred and Sixty-two Dollars Recovered.

A mysterious robbery took place on the last up trip of the steamer J. D. Perry, which arrived here early Thursday morning. Yesterday morning, Mr. Cummings, who was acting as the clerk in place of Capt. Boker, went to the safe, and, on opening it, discovered that $6234, which had been deposited in the steamer by Messrs. Grubbs & Saunders, of Delta, Miss., consigned to Messrs. Galbreath, Stewart & Co., of this place, was missing. Information was immediately given at the police head headquarters, to Col. Chandler, who instantly dispatched officers Selkirk and Hastings to ferret out the matter. After searching some time, in which Sergeant Ben. Frame took an important part, $4662 was recovered. A portion of the money was found in a beer barrel that was in the porter's lock, and a $500 bill by officer Frame in a bread tray. Three negroes were arrested on suspicion—two porters and a cabin boy. The officers are still on the lookout, and it is to be hoped the right parties will fall in the clutches of the law.

ANOTHER OUTRAGE BY THE POLICE.—We learned of a brutal attack made on an old citizen, about five o'clock last evening, which is becoming a very common occurrence now-a-days, and which should be put a stop to at once. If a citizen has no rights which a metropolitan is bound to respect, then it is time it should be known. About the hour stated, a negro, accompanied by policeman No. 51, went into the store of Mr. Somerson, on Front street, under the Commercial hotel, where the negro accused some party with knocking him down with a gun. The negro, however, soon concluded that he was mistaken, when he with the policeman went into the store of Mr. D. Frank, of 244 Front street, and there the darkey accused a clerk in the store with the offense. While the officer was making the arrest Mr. Frank, who had been absent, came in and told his clerk to go to the stationhouse and put up a forfeit. The clerk, satisfied that the negro was mistaken, and that he had never been in the store before, turned to him and pointing to Mr. Frank, asked if that was not the man who struck him. The negro again changed his mind, and said, "Yes, that's the one." The officer, it seems, began to think the boy did not know who had struck him, or when it was done, and turned and walked out to the door, but changed his mind as easily as the darkey, for he returned to Mr. Frank, who was seated on the counter, and told him he must go to the stationhouse. Mr. Frank remonstrated, and told the officer to get a warrant for his arrest, at which the policeman seized him by the coat, jerked him off the counter, knocked him down with his club, cutting his head fearfully, and drawing his pistol threatened to shoot his brains out if he did not come instantly to prison. Mr. Frank was very seriously hurt and covered with blood. Mr. Ackerman, of No. 250 Front street, came up at this moment, and asked the officer not to make Mr. Frank go in such a condition, when he was ordered to shut up or he would be served in like manner. All bloody as he was, the gentleman was forced to the stationhouse and put up his forfeit of $25 for his appearance to-day. We do not believe that the law gives to these men the power to outrage citizens in this fiendish and brutal manner, and we hope that this may be the last time that we are called upon to denounce such ruffianism.

HYMENIAL.—We learn with that true pleasure, which bachelors are sometimes permitted to feel, of the marriage of our old and tried friend, John T. Southwell, of Vicksburg, Miss. One who made such a gallant knight in bearing the cross of his adopted south in her late struggle for freedom, cannot but prove the noble husband which his young bride now so delightfully anticipates. Although Tom. slighted Mississippi in selecting a partner for life, Texas, in yielding one of the fairest of her fair to his keeping, does but add another link to the golden chain that binds the two in a proud and glorious southern sisterhood. May after years of reality to this young couple be but a continuation of the joy and happiness so auspiciously begun, is our earnest and heartfelt prayer.

THE TRIAL OF MILLS CONTINUED.—In the criminal court, before Judge Hunter, the examination of witnesses in the case of Mills, charged with shooting Dr. Low, was resumed yesterday. Priscilla Thomson, a colored servant of Mrs. Mills, testified to the circumstances of the shooting, which she witnessed, corroborating the statement of Dr. Low, that Mills suddenly approached him as he was sitting at the supper table, ordered him to leave the house, then, before he had time to rise, he shot him. Ben. Frame, policeman, was re-called, and testified that the accused came to the stationhouse and surrendered himself, and that he was in a condition of severe mental agitation. Drs. D. C. Craycraft and W. R. Lowry were then examined. The leading counsel for the defense, Capt. D. E. Meyers, laid before them a hypothetical case, of a man of forty, deeply attached to his wife and children, returning home after an absence and discovering, or believing so, that his wife was unfaithful, his honor blasted, and the heritage of a name coupled with shame left as the portion of his children. This filled his thoughts, and burned in his mind, and while overwhelmed with agitation, and every nerve quivering under the sting of wounded affection and the poignancy of unmerited disgrace, he meets the man he views as the seducer of his wife and the author of his dishonor, sitting unconcerned, taking quietly his evening meal, within the house he had filled with distress—he attempted his life. After this he is frantic, spirits are powerless, his eye is dilated, his pulse rushing with wild rapidity. Was a man in such a condition a sane person, responsible for his acts? The medical witnesses, after declaring the impossibility of giving a positive opinion, stated that a man in the condition described was undoubtedly in a position liable to mental derangement. There was mental insanity, but whether there was moral insanity depended a great deal upon the previous health of the party, his habits and physical condition. On cross-examination it was conceded that the circumstances under which the party is described as laboring, would produce great excitement in any man; that how and to what extent it would excite him, would depend upon his peculiar organization. The testimony being gone through, the leading counsel for the prosecution proceeded to lay the case before the jury in a clear and logically argued speech. He was followed by Capt. Meyers for the defense, who made a pathetic appeal for a *man* who, at a time when wrongs of which he believed himself the victim, had robbed him of his reason, attempted to take the life of him he viewed as the destroyer of his peace and the author of his children's shame. He returned to his home after an absence, and instead of the smile of welcome that he is expecting, he is met with tidings of shame, and bowed down with the weight of the heaviest affliction that can strike the heart of a man—not the knell of death and the panoply of funeral grief, but the measureless, irremovable weight of dishonor and betrayed affections.

CHILD MURDER.—Information was received at police headquarters yesterday morning from a reliable source that a negro woman named Margaret Moore, had killed her child. A policeman was dispatched to arrest the guilty mother, but up to a late hour last night she had not been brought in.

THE WORK GOES BRAVELY ON.

Robberies and Burglaries in the Ascendant.

They make a Huge Descent on a Number of Houses and get off with the Booty.

No Arrests as far as heard from.

The fact that Memphis at present is the abiding place of a large number of thieves, burglars, pickpockets, confidence men, bogus ticket dealers, vagabonds and scoundrels of every hue, cannot, in truth, be denied, no matter how unpleasant or unprofitable the fact may be; no matter how scarce other items are in the city, "ye traveling local" has always an abundance of robberies and petty thieving, burglaries and horse stealing on hand, should he desire to publish it. In fact, the depredation of these daring light-fingered gentry have become so common in our midst, that few persons other than the immediate sufferers ever give a robbery more than a passing thought. Occasionally some one is arrested on suspicion and perhaps a portion of the stolen property recovered, and that is the last of it. Within the past twenty-four hours a number of robberies have been committed in the city, which, for daring impudence and coolness, could not fail to excite the admiration of the most expert thieves of London, Paris or New York. It would appear, from the time at which these robberies took place, that the residence of the Misses Gibson, situated on the northwest corner of Front and Pontotoc streets, was the first one visited, when the room of Mr. H. D. Buckley was visited and that gentleman relieved of a suit of clothing, a fine watch and chain, a pocketbook containing some blank checks, valuable papers and a small sum of money. The house of Mr. W. C. Watts, on Sixth street, near Looney, in Chelsea, was visited and a very valuable gold time-keeper, the property of Mr. W., was found missing. No doubt the thieves knew that the doors were left open. Better keep them locked, any way. The residence of E. Baer, No. 86 Exchange street, also received a passing notice by some parties who required a new supply of table linen, shirts, bedding and children's clothing, to which they helped themselves without saying as much as "by your leave, good people." A systematic fellow made an aperture through the blinds in one of the rear windows of the residence of O. N. Butler, corner of Front and Butler streets, securing a gold watch and several articles of valuable jewelry, when he quietly walked out of the front door, not having the politeness to close it after him. The Allen house, a new hotel, and a very good one for its size, and admirably kept, was not to go scott free, as the rooms of three of the boarders were entered, a valuable gold watch being taken from one guest, and the pocket books of two others, containing considerable sums of money, being stolen. To these must be added the highway robberies, horse and mule stealing, with an occasional instance of garroting, which makes it quite interesting. No arrests for any of the above houser-obberies have been made as far as heard from. With our numerous policemen and detectives employed, it does seem strange that so few arrests of thieves are made in proportion to the number of robberies committed. How is it? How is it?

CHANCERY COURT.—*November Term, Hon. Wm. M. Smith, Chancellor.*—S. P. Cobb vs. Hugh Ferrin et al., final decree; Ascha G. Wilkins et al. vs. Jno. D. Armour et al., final decree; Barney Cox vs. M. L. Meacham et al., final decree.

CALENDAR FOR THURSDAY, MARCH 1, 1867.

794. J. J. Polk vs. I. B. Kirtland.
795. S. Tate et al. vs. L. Selby et al.
801. S. D. Irwin vs. W. G. Ford.
844. J. B. Eldridge vs. J. P. Brown.
865. J. M. Watt et al. vs. M. W. Caldwell.
866. J. N. Lea vs. Jas. M. Watt.
871. S. C. Mount vs. Anne H. Kesterson.
872. W. W. Ritchie vs. N. H. Stout.
876. G. H. Blood & Co. vs. J. H. Hartley et al.
887. Bell, Peace & Lavender vs. P. Hunter et al.
886. E. A. Walker vs. T. A. Nelson.
887. D. E. Gibson vs. Jas. H. McNeil.
891. Mary Flaherty vs. Quaker insurance company.
897. Thos. Hill vs. C. Bull et al.
900. S. R. Burford vs. Memphis Bulletin company.
903. A. C. Ketchum et al. vs. P. Dew et al.
904. John Rosser vs. W. F. Ford.
906. Wm. W. Walt vs. W. H. Stovall.

A fine and tasty assortment of Spring Style of Hats, just received at the Memphis Hat Co., 269 Main street, opposite Court Square. feb28 6t

Wanted.—Fifty men to cut and float cypress timber. Also fifty good field hands. For particulars call on T. P. Jones or J. T. East, Gayoso house, at 3 o'clock.

Wanted.—A good cook, washer and ironer, either black or white. Good wages will be paid. Apply at this office. mar1-3t.

Drs. J. J. Williams & John Ingram, late of Denmark, Tenn., having associated themselves in the practice of medicine, respectfully tender their services to the citizens of Memphis generally, but especially to the suburban population. Residence of Dr. Williams as heretofore; of Dr. Ingram, at the Bishop Otey place, on Pigeon Roost road. mh1 6t*

Important to Discharged Officers.—By a recent decision of the court of claims, all officers of the army are entitled to the difference of pay, for servants actually kept between the eighteenth day of June, 1864, and the third day of March, 1865 of $5 per month, (being the difference between $11 paid to servants and the $16 paid to soldiers during that time), and which has heretofore been refused payment by the U.-S. Treasury. All officers will therefore forward to us at once their discharges, and we shall do all in our power to obtain an early settlement.
M. COMBS, JR., & CO.,
mar1 td Room No. 2 Postoffice Building.

Planters, have you been to Treat & Hamilton's? jan31-eth4t

Just Received.—One hundred barrels choice apples. Herbert, Bell & Co., 14 Poplar street. fe27-2t*

The Society of Advocates will convene again on Saturday afternoon, at four o'clock, 2d of March, at the office of our brothers Caruthers & King, 276 Second street. A full and prompt attendance is solicited, as business of extraordinary importance will be presented. The brothers will come prepared to liquidate their indebtedness with the treasurer. The festival occurs on Friday afternoon, 8th of March.
J. P. CARUTHERS, Dean.
feb27 4t C. C. CUMMINGS, Secretary.

No. 4 Madison Street, under Memphis Life and General Insurance Company. J. G. W. Ringer has opened a first-class saloon at the above place. Those who like No. 1 liquors, in a quiet way, are invited to call. None others need apply. fe26 tf

Planters, what do you want? Plows, scrapers, etc. Treat & Hamilton, Memphis. jan31-eth4t

Coal.—Bigley, Mellersh & Co., No. 52 Jefferson street, have spendid Pittsburg coal. Leave your orders. feb4-tf

The quickest, best and cheapest way to ship cotton to the east is by the great broad guage transit company, "Diamond Line." Through bills of lading given to all points by
CAPT. FLEM. CALVERT,
fel9tf Sup't Mem. & St. Louis Packet Co.

Information Wanted.—Of Mrs. Mary Mehan, who is believed to be in this city. If she will send her address to Patrick McDonough, care of Bradford & Robinson, No. 296 Front row, she will learn something to her advantage. feb27-2t*

Very Low.—The splendid stock of choice groceries at Ivinson & Gilbert's are being sold at greatly reduced prices. The firm having dissolved copartnership they are determined to sell their entire stock regardless of cost. Make hay while the sun shines; you will not always have these advantages offered. Country merchants will consult their own interests by giving them a call. feb15 tf

Fire and Burglar Proof Safes.—We are again in receipt of fourteen more of those greatly celebrated safes of Marvin & Co.'s make. Bankers, merchants and others who want a reliable safe can procure it at
ORGILL BROS. & CO.,
feb19-1m Agents for Marvin & Co.

Potatoes.—Fifteen hundred large barrels No. 1 Pinkeye potatoes on board flatboat now lying in Wolf river near the mouth, and for sale by J. M. & H. C. Barter. 1w*

Bird Cages.—Just received, a beautiful assortment of bird cages and wire hanging baskets, and other fancy goods.
MUIR, STEBBINS & PULLEN,
fe28-1w 273 Main street.

A large assortment of school books and stationery for the city schools can be found at Cleaves & Co.'s, 312 Second street, corner of Monroe. fe26 3t

A Card.—In justice to myself, I am compelled to deny a report that seems to be pretty industriously circulated in the country by some malicious person, that the cholera is at the Worsham House, not only doing me serious injury, but also injuring the business prospects of the city. It would be unnecessary for me to contradict this malicious falsehood in this city, but for the information of my friends in the country, and the traveling public, I can say there never was a case of cholera in this House, nor do I believe any exists in the city at present, and a man who would maliciously state such a falsehood, ought not to live, much less be employed in any public capacity, and will sooner or later be brought to justice.
feb28 1wd&w1t J. J. WORSHAM.

Commercial College.—Dolbear's far famed commercial college, at No. 230 Main street, continues in full blast. Every facility is offered students to complete a good business education. Bookkeeping in all its branches is successfully taught at this college. fe28-d&wlt.

Spring Lumber.—Seldon, Williams & Co., No. 174 Madison street, have on hand a good assortment of lumber of all kinds, but to meet the increasing demand, Mr. J. Williams, one of this firm, left yesterday by the steamer Belle Memphis for the north, to make contracts and purchases. On his return a still larger stock and lower prices may be looked for. feb22-2w

House of Frank.—Everybody who knows Frank goes to see him; consequently it is one of the most popular places of resort in the city. His stock of wines, liquors and cigars is better than good, and if one desires the finest Baltimore oysters, Frank can serve you. Strangers visiting the city should not leave without going to Frank's. Go eat, drink and be merry. fel2 tf

SPECIAL NOTICES.

National Cancer Institute and Magnetic Infirmary, No. 365 Wabash avenue, Chicago, Ill., and No. 211 Main street, Memphis, up stairs, under the control of the renowned clairvoyant sisters, Victoria and Tennessee, assisted by the best medical talent. All the so-called incurable diseases treated as specialities. They have a certain and painless cure for cancers and tumors, an infallible system for consumption and asthma; specifics for heart disease and rheumatism; and perfect success in the treatment of all other chronic diseases, based upon the latest discoveries in medical, clairvoyant and magnetic science. It is a fact, demonstrated by fifteen years' practice, that all diseases that cannot be cured by remedies can, by the healing power possessed by the clairvoyant sisters. Address National Cancer Institute and Magnetic Infirmary, lock box 4926, Chicago, Ill., or lock box 307, Memphis, Tenn. feb16 tf

Pittsburg Coal.—Briggs & Peterson—Office 13 Madison street. Branch office, 341 Main.
J. R. MOSELEY, Agent.

A good price will be paid for a complete file of the Daily APPEAL, embracing the period from January 1st to June 6th, 1862. Apply at the Counting Room, No. 13 Madison street.

Removal.—Drs. Mortimore & Payne have removed their office from the Commercial Hotel to the Worsham House, Room No. 24, (the one occupied by Dr. Mortimore the past four years), where all, who desire to, can consult them and procure treatment.

Special attention given to all the various forms of chronic diseases, especially Disease of the Lung and Throat, Disease of the Heart, Liver, Spleen, Kidneys and Spine, Dispepsia, Chronic Diseases of the Stomach and Bowels, Rheumatism, Neuralgia and Nervous affections; all the afflictive forms of Female Diseases, as also all diseases having origin in impurities of the blood and vital fluids.

Office hours from 8 o'clock a.m. until 8 o'clock p.m., daily. May 30tf

FINANCIAL.

OFFICE OF THE DAILY APPEAL,
MEMPHIS, February 28, 1867.

Gold is firm at 38c, buying. There is but little offering.

Silver has advanced to 28 and 30c, buying.

City scrip continues firm at 75c buying. Selling at 78 to 80c.

County warrants are firm at 93c buying. Selling at 95 to 98c.

Exchange is buying at ¼ to ½ off, and selling at par.

There is no change to report in uncurrent money. Brokers offer 30c for notes of the Bank of Tennessee, but we could learn of no transactions. The decision of the supreme court at Nashville regarding this money will be found in full, in our columns to-day. It is a matter of great importance to our bankers and business men generally, and will be perused with interest: Bank of Chattanooga, 15; Bank of West Tennessee, 50; Union Bank, 82; Planters' Bank, 82; Bank of Memphis, par; Bank of Middle Tennessee, 90; City Bank of Nashville, 50; Merchants' Bank, 75; Ocoee, 20; Bank of Shelbyville, 80; Traders' Bank, par; Southern, 25.

BONDS.—State of Tennessee 6's, long loan, 92c; Memphis city bonds, with coupons for 1861, 70c; Interest coupons, 45c; Memphis and Charleston railroad bonds, 75c; Mobile and Ohio railroad bonds, 60c; Mississippi and Tennessee railroad bonds, 60c.

The Illinois house of representatives, on Thursday last, by a vote of seventy-one to seven, adopted a joint resolution instructing the United States senators from that state, and requesting the representatives in congress to oppose any further contraction of the legal-tender currency, and to aid in the inauguration of measures for the withdrawal from circulation of the national bank notes, and the substitution therefor of legal-tender notes.

Mr. Sherman introduced a financial bill on Thursday last, stating when he did so, that he should not call it up for action before the next session, but he wished it printed and so circulated as to get the opinion of the people upon it. It provides for the consolidation of the national debt in six per cent. bonds payable, principal and interest, in coin and taxable on the principal not to exceed one per cent. per annum. It is in effect the funding bill which was defeated at the last session. That provided for five per cent. bonds exempt from taxation; this is for six per cent. bonds, one per cent. of which may be taxed off.

The amount of taxes on cotton collected in the southern states in 1866 was $15,152,896 85.

The city auditor of Boston estimates the expenditures for the financial year of 1867-68, at $7,955,385, of which sum $6,875,750 is to be raised by taxation, being $1,601,266 more than last year.

The Boston *Post* fears financial troubles are brewing because the depositors are withdrawing their deposits from the savings banks in that city.

The weekly returns of the Bank of France show an increase in the cash on hand of 21,200,000 francs.

During the year 1866 the receipts of the general postoffice of Peru were $61,320,45 whilst the disbursements were $59,629,83 showing a surplus in favor of the postoffice of $1,690,63.

The bank of "La Providencia" of Peru, that suspended payment about a year ago, owing to a fraudulent and reckless manager, is likely to resume operations on an early day. From the report of the government inspector, we learn that on the 21st of December last the liabilities were $2,606,49 30 whilst the assets were $2,488,104,37.

The value of the bullion produced in Idaho territory, from January 1 to November 1, 1865, was $11,000,000. In Idaho the price of dust rules for coin as follows: Clean Boise dust, $14 per oz.; South Boise dust, $12 per oz.; Owyhee placer dust, $10 per ton.

COMMERCIAL.

OFFICE OF THE DAILY APPEAL,
MEMPHIS, February 28, 1867, 8 p.m.

General Business.

The morning opened out wet and disagreeable, putting a partial stop to the shipment of light freights although the accumulated piles upon the landing were disposed of as fast as the nature of the weather would permit. The produce market was dull during the day, and we have but few changes to note in prices. The cotton sales by auction have been postponed until a reaction takes place in the staple. Several samples have been sent in, but holders are not willing to sell at present low prices. We look for those daily sales to be quite a feature in our market as soon as figures justify. The retail dry goods trade was very dull, as is always the case during bad weather—our streets being utterly unfit to travel on. We trust that the committee to whom was referred the letting out of contracts to lay down the Nicholson pavement will be able to give such a report of their action on Saturday next as will be satisfactory to our business men, and that the work may be proceeded with immediately.

COTTON—There was a decided improvement in our market to-day, owing to advices from Liverpool and New York. Prices advanced materially, and the views which have been entertained by holders are, we think, in a fair way to be realised. They are yet indisposed to uncover their tables, looking for a further advance. Buyers seem to be impressed favorably, as they were anxious to buy during the day. The receipts for the day were 713 bales; shipments, 51 bales. The total imports for the month were 28,320 bales, of which 16,571 bales arrived by railroad, 9844 bales by river, and 1900 bales by wagon. The total exports for the month were 29,941 bales, of which there was shipped by railroad 7181 bales and by river 22,760 bales. We advance our quotations:

Ordinary	21	@23
Good Ordinary	23	@25
Low Middling	26	@28
Middling	28	@29
Strict Middling	29	@31
Good Middling	—	@—

A committee on behalf of the St. Louis board of trade, consisting of James E. Yeatman, George Partridge, and A. G. Brauer, has issued a memorial to congress on the subject of relief to the south. After setting forth the condition of the southern planters, and the distress of the people in general in consequence of the failure of the cotton and corn crops, and the importance to the nation of a good cotton crop, the committee urges congress to make an appropriation of from fifty to a hundred millions of dollars, or limited as to the amount only by the necessities and wants of the suffering districts, for the purpose of supplying with provisions all who are engaged in producing cotton, and who are unable to procure provisions in any other way—the cost of supplies so furnished to be a lien upon the crops, and to be paid for out of the first proceeds of the sales of cotton, the provisions to be purchased by the commissary department of the army and distributed through the freedmen's bureau, or by officers of the army; the advances thus made to be collected through the agents of the government for collecting revenue tax on cotton, with proper checks and balances, such as can readily be established between the war and treasury departments. A system can be put into operation to continue for one session, which will afford perfect security to the government, and which will give the desired relief. The committee claim that this plan will not only relieve the government of the threatened necessity of feeding the destitute as an act of charity, but will fully employ the labor in the country, and prevent a famine in the land.

For some time past large shipments of flour have been made on the steamers from California to New York by way of the Isthmus. It seems strange that this article can bear such heavy freight to find a market in the Atlantic states, when but a short time ago whole cargoes were shipped at a profit, from New York to San Francisco.

Of late the steamers have been bringing down a hundred tons of flour each trip.—*Panama Star.*

APPLES—There is not much of a stock on hand. Good winter are in demand, and sell at from $5 to $7 per barrel. Receipts, none.

BRAN—There is a good stock on hand, with fair local demand. Selling on the levee at $30 to $31 per ton. Receipts, 100 sacks.

BUTTER—Receipts are very fair, and prices not firm. Choice roll and tub 25 to 33c; common not in demand. Selling at 20 to 25c. Receipts, 13 tubs, 15 kegs.

BAGGING—There is a fair stock, but the demand has ceased. Prices are weak at 25 to 30c for both India and Kentucky.

CORN—There is a very good stock on hand, but prices are tolerably firm. Sales on levee at from $1 02 to 1 05; from store, at from 3 to 5c higher. Receipts, 3127 sacks.

COFFEE—A very good stock is now in store. Prices are firm for all qualities. Rio, 25 to 28c; Laguayra, 35 to 38c; Java, 43 to 45c. Receipts, none.

CHEESE—There is a good demand and large stock. Prices are steady. English dairy, 20 to 22c; western reserve, 18 to 19c; factory, there is but little in the market. Receipts, none.

CORNMEAL—With good receipts, prices have declined. Sales on levee at $4 25 to $4 40; from store, at $4 50 to $4 75; fresh ground and kilndried are held at about the same figures. Receipts, 270 barrels.

EGGS—There is a large supply. Fresh sell at from 25 to 28c. Receipts, 83 pkgs.

FLOUR—The market is well supplied with every grade. The demand is good and prices steady. We quote common at $7 to $9; superfine, $10 to $11; X, $11 50 to $13; XX, XXX, and all fancy brands from $13 50 to $18 per barrel. Receipts, 1020 barrels.

HAY—There is a fair local demand for prime, which sells on levee at $28 to $30; common, $25 to $26. Receipts, 80 bales.

HIDES—There is a good demand at 7 to 8c for green; green salted, 8½ to 9c; flint, 11 to 12½c; salt flint, 14½ to 16c. Receipts, 40.

LARD—There is a large stock on hand. Prices are weak at 11 to 12c in tierces; and 14 to 15c in kegs. Receipts, 14 tierces.

IRON TIES—The demand has almost ceased. Selling at 11 to 12c per lb.

MOLASSES—There is a fair stock on hand prices firm. Fair to good, 75 to 95c; choice, $1 to $1 05; syrups, $1 10 to $1 50. Receipts, 8 barrels, 27 half barrels.

MACKEREL—There is a fair stock on hand. Prices are steady at $24 to $25 for No. 1; $23 to $24 for No. 2; $20 for No. 3. Half barrels and kits in proportion.

OATS—The receipts are better, and prices weaker. We quote on levee at 75 to 80c. Receipts, 354 sacks.

ONIONS—Market not well supplied. We quote at $7 per barrel. Receipts, 7 barrels.

OILS—There is a light stock of all kinds on hand, with good demand. Coal oil, 55 to 60c; lard oil, $1 10 to 1 30; linseed oil, $1 65 to $1 75; train oil, $1 to $1 25.

PROVISIONS—There is a good supply on hand, and prices are firm. Mess pork is selling at $22 50 to $23; prime mess, $18 to $20 clear sides, 14 to 14½c; plain sugar cured hams, 17 to 18c; breakfast bacon, 17 to 18c; bulk meats are in demand; ribbed sides, 10½ to 11c; shoulders, 8½ to 9c. Receipts, 72 barrels 21 casks 129 boxes pork; 21 casks 2 tierces bacon.

POULTRY—The market is firm. We quote chickens at $6 50 to $7, and turkies at from $18 to $22 per dozen. ducks and geese from $5 to $10 per dozen.

POTATOES—There is a good local demand, and light stock. Prices firm at $3 to $4 per barrel. Planting, $4 50 to $5. Receipts, 70 barrels.

ROPE—A light stock with little demand. Prices are steady. We quote for machine made 12½ to 13c; hand made 10 to 11c. Receipts, none.

SUGAR—The receipts are very fair, and prices are firm. The stock on hand is good. Crushed and powdered, 19 to 20c; A coffee, 18c; B, 17c; C, 16½c. Receipts, 32 barrels.

SALT—There is a good stock on hand and demand active. Sacks, $2 75 to $3; barrels, $3 75 to $4. Receipts, none.

TOBACCO—There is a good demand for all grades and prices are unchanged. A fine stock is on hand and new supplies are received daily. We quote natural leaf at $1 8 to $1 30; fancy Virginia, new work, $1 25 to $1 40; fine bright, pounds, $1 to $1 10; medium do., pounds, 75 to 85c; common bright, pounds, 60 to 75c; fine and fancy smoking, 75 to $1 50.

WHISKY—There is a good demand for fine brands, with fair shipping trade in common at $1 85 to $2; imitation Bourbon, $2 25 to $3; Bourbon, $3 25 to $5. Receipts, 5 barrels.

RIVER MATTERS.

Weather and Business.

A heavy rain set in a little after midnight on Wednesday, and has continued with only slight intervals up the time of going to press. Business on the landing was suspended. Freight could not be loaded or discharged, and several of our steamers will lay over in consequence until to-day. The upper rivers are all falling, as is also White, St. Francis and the Arkansas. At this point big muddy has again began to rise slowly.

Arrivals.

Steamer Guidon, Arkansas river.
" Alpha, Red river.
" Ruth, New Orleans.
" Marble City, St. Louis.
" Mary Erwin, Arkansas river.
" David Watts, Evansville.

Departures.

Steamer Ruth, St. Louis.
" Belle St. Louis, St. Louis.
" Mary Swan, Evansville.
" Alpha, Nashville.
" Albert Pearce, Vicksburg.
" Anglo Saxon, Cincinnati.

Boats in Port.

St. Patrick, J. D. Perry, Guidon, Cumberland, Natoma, Minneola, Marble City, David Watts.

Miscellaneous.

The swift-winged Mercury leaves the star wharfboat to-day at 5 p.m., for White and Black rivers. W. Jay Johnson, agent.

For Vicksburg to-morrow, we will have that splendid packet, the Dan Able, of which Capt. Lee has command; Clay Rice, chief clerk, and is assisted by Billy Fields and Aleck Waddell. A fine boat and bully crew. W. Jay Johnson, ag't.

The splendid Marble Tschudi will back out to-day at 5 p.m. for Cairo and St. Louis. Capt. Tschudi walks her roof, and Charley Parson, "ye cleverest of ye clever" is in the office. Dill & Peterson, passenger agents.

The great Mollie Able will leave the city wharfboat to-day at 5 p.m. for New Orleans. Larry Harmstad & Co., agents, and Jim Sayres, passenger agent.

Capt. Ike Whittaker, of the Guidon, reports the Arkansas falling when that steamer came out.

Mr. Billy Clark, of the gay Natoma, resumes his position in the office of that steamer to-day. We are glad to learn that his wife, who has been seriously ill, is so far recovered as to be entirely out of danger.

The Laura Fenton, which plied between this city and Evansville, was burned about 10 o'clock on Wednesday night at the latter port. She was a sternwheeler about five years old, and belonged to Capt. Bellas, her commander, and Mr. O. Hewitt, her clerk. She was worth about $20,000, and was insured we learn, in St. Louis and Cincinnati offices for $16,000. Cox & Humphries wharfboat was also partially destroyed. We could not ascertain the origin of the fire.

The fine packet J. D. Perry, will leave for New Orleans to-day at 5 p.m. Capt. Abner Baird is a well known citizen of Memphis, and we know will have a fine trip. She has already engaged 2,074 bales of cotton. Jas. T. Bourne & Co. and Larry Harmstad & Co., agents.

The swift Cairo packet Cumberland, with Capt. Ben. Howard in command, and Mr. Lon Donnelly in the office, will get off at 10 a.m. to-day. Larry Harmstad & Co., agents.

The fine steamer Alice Dean will leave for New Orleans this day at 3 p.m. Larry Harmstad & Co., agents.

The great Minneola, Capt. Williams, will leave surely to-day for Cincinnati at 5 p.m. She was detained owing to the rain. Jas. T. Bourne & Co., agents.

A heavy fog overspread the river yesterday afternoon preventing the departure of one or two boats.

The St. Patrick came in early yesterday morning from Vicksburg with a fair trip. She will lay over for her regular day, Tuesday next.

The handsome Des Arc, Capt. John D. Elliott, leaves surely on Saturday for White river. Capt. Matt Glass attends to her freight list. Levy & Miller, ag'ts.

Passengers for St. Francis river should not forget that the swift Natoma gets away at 5 p.m. this evening. Capt. Cummings commands. Billy Clark and Aleck Cook are clerks.

Our popular young commander, Ike Whittaker, leaves to-morrow with the Guidon for all points on Arkansas river. Shippers will remember her. John Langlois is in the office, and Andy Granger carries the freight book. James T. Bourne & Co. and Larry Harmstad & Co., agents.

The fine packet Kate Robinson, well officered, and of which W. Jay Johnson is agent, leaves for Cincinnati to-day at 5 p.m. She wants cotton.

The brave Leonidas, Capt. Greenlee, departs for Pittsburgh promptly at 5 p.m. to-day. She is a safe and fine packet. Larry Harmstad & Co., agents.

A sailor not accustomed to society, said to his partner after a waltz, "let me take you back to your supercargo."

The St. Louis *Democrat,* of the 26th says: "A number of river men who have given the subject deep consideration, are satisfied that the numerous explosions this season and others, on the Mississippi, were caused by sediment from the water deposited in the bottom of the boiler. Actuated by a belief in this hypothesis, Capt. Jos. Brown has issued instructions requiring all the steamers of the Atlantic and Mississippi steamship line plying between this port and New Orleans, to halt at Vicksburg on their return trips, cool down, and have their boilers thoroughly cleansed from all sediment and deleterious substances. During floods, and especially at this season of the year, there is an immense quantity of mud in suspension in the river, and the water, somehow, is unusually liable to a peculiar frothing, soon after it is acted upon by the furnaces. The same parties think that the explosion of the David White was due to the sediment in her boilers. Capt. Brown is satisfied the newly adopted precaution of cleaning the boilers every trip will obviate explosion."

The Hannibal *Republic* says: "The first passengers down the river this spring, passed this city on Saturday morning—a white calf and a black Newfoundland dog—on a huge cake of ice. They floated down past the city apparently as contented and as cool as anything 'on ice' could be. The cake of ice upon which they had taken passage was a very large one, and they had room enough to exercise themselves freely, which they appeared to be doing as they passed. If the slender craft upon which they took passage doesn't get wrecked before it reaches St. Louis, we suppose we shall have an account of their arrival in the papers of that city."

A St. Louis paper says: "There has been some complaint this spring with regard to the high rates of freights. Our boatmen all acknowledge they are somewhat high, and would be pleased if they could afford to carry for less; but the experience of the past year has taught them a bitter lesson, and they would be fools indeed if they did not profit by such sad experience. The talk about combinations and monopolies is all humbug. The steamboatmen have no more combinations than exists in the Merchants' Exchange or Board of Trades, and certainly no one will pretend to deny their right to manage their own business, as long as it is done without any view to coercion or the exercise of exclusive privileges. The river is as free as the air, and if any one thinks that steamboating is a good thing, we can assure them there are plenty of owners willing to sell at very reduced prices. The merchant establishes the price of the wares he has for sale, and the produce market is governed by the supply and demand; and to be allowed the same privilege, and to stand in the same position, is all the boatmen ask. 'Live and let live,' is truly their motto."

The following we clip from the Louisville *Courier.* It is pertinent, and will suit some boats in these waters:

SAILING UNDER FALSE COLORS—*A Warning.*—The late disastrous explosion and loss of the steamer David White, should prove a warning, not only the public generally, but to those in authority or position, whose duty it is to look to the protection of the public welfare. One of the provisions of the steamboat law positively prohibits owners or masters of boats from changing the name of the boats. By the simple process of a change of a name all identity of the boat is lost. An old boat, like an old party, with a new name is still the same.

The United States Government, in steamboat matters, as well as politics just now, is above all law or beyond it, and sets it aside. Through its agents during the late war a great many steamboats were purchased or appropriated for government use, and while so used, their names were obsolete and consequently when resold to private individuals, new names were appropriated, some from one motive, and some from another, though generally because of the opprobrium, real or supposed, that attached to all boats that had been in government service. The David White had been in the marine brigade, and no doubt had seen rough service, but being an old boat, it was more than probable that her name was changed more on that account than any other. There are quite a number of old boats of the same sort now plying the river under a new name and a new coat of paint, all sailing under false colors.

In regard to the actual stage of water along the lower Ohio, the Evansville *Journal,* of Saturday, has the following:

THE RIVER.—A gentleman who has long been a resident of this city, gauged the water yesterday, and reports the water within thirty inches of the great rise of 1832, and fifteen inches of 1847. It is barely possible that it will reach the rise of '48, but hardly probable that that of '32 will be reached.

OUR OWN
SOUTHERN
BITTERS
This most celebrated
WAS USED
Throughout
TONIC
WE HAVE MET THE ENEMY AND CONQUERED HIM
STOMACHIC
BITTERS
Conquered
MAGIC EFFECT

IN offering OUR BITTERS to the Southern Public, we have no hesitancy in asserting their superiority over any Northern production in our markets. In their devisement they are purely Southern—compounded with a special adaptitude to the various types of stomacic derangements prevalent in our climate.

It is a gentle stimulant to the system after undergoing a severe illness.
It is a cure for Dyspepsia.
It assists Digestion.
It cures Diarrhea and Cholera Morbus.
It is a preventive for Chills and Fevers.
It is an invaluable companion for persons traveling at all seasons of the year.
It is a HOME enterprise, and possesses true merit.

☞ Sold everywhere.
C. H. EBBERT & CO.,
Sole Proprietors.
feb16 tf Memphis Tenn.

M. W. CLARK,

PORTRAIT PAINTER, can be found at his Studio, No. 34 Jackson Block, until June, when he will leave for Chicago and Northern cities. Those wishing Portraits should call soon. feb24 3m

STAR BRAND!
WHITTAKER'S
CELEBRATED
W
SUGAR-CURED HAMS

☞ Each Ham has our trade mark branded in on the skin side.

Sugar-Cured Hams;
" Breakfast Bacon;
Bacon—Clear sides, Rib sides and Shoulders;
Pork—Clear, Mess and Prime Mess;
Lard—Choice Kettle, in tierces, half bbls. kegs and tins.

These we guarantee, being our own manufacture.
FRANCIS WHITTAKER & SONS,
feb19 1w St. Louis, Mo.

J. B. HOOD & CO.,
COTTON FACTORS
—AND—
General Commission Merchants,

100 Common Street, opposite City Hotel,
J. B. HOOD,
JOHN C. BARELLI,
FRED. N. THAYER. } NEW ORLEANS. jo15

H. A. PARTEE, Haywood county, Tenn.; J. BLANT McGEHEE, Panola, Miss.; R. D. PARTEE, Panola Co., Miss.

STEAMBOATS.

FOR NEW ORLEANS.

REGULAR MEMPHIS & NEW ORLEANS PACKET.
For Vicksburg and New Orleans.
J. D. PERRY..........Baird master
This splendid passenger steamer will leave as above
THIS DAY, 1st inst., at 5 p.m.
JAS. T. BOURNE & CO.,
mh1 1t Agents.

REGULAR NEW ORLEANS PACKET.
For Vicksburg, Natchez and New Orleans.
ALICE DEAN..........Pepper master
This elegant and swift steamer will leave as above on
THIS DAY, 1st inst., at 3 p.m.
LARRY HARMSTAD & CO., Agents,
Corner Main and Madison sts.,
mh1 1t or Wharfboat foot Monroe st.

MEMPHIS AND NEW ORLEANS PACKET.
For Vicksburg and New Orleans.
J. D. PERRY..........Baird master
This new and elegant passenger steamer leaves on
THIS DAY, 1st inst., at 5 p.m.
LARRY HARMSTAD & CO., Agents,
Corner Main and Madison sts.,
mh1 1t or Wharf boat foot Monroe st.

ATLANTIC AND MISSISSIPPI STEAMSHIP COMPANY—U. S. MAIL LINE.
For Napoleon, Vicksburg, Natchez and New Orleans.
MOLLIE ABLE..........Carter master
This splendid packet will leave as above, on
THIS DAY, 1st inst., at 5 p.m.
LARRY HARMSTAD & CO., agents,
J. A. SAYERS, Gen'l Passenger Ag't.
Corner Main and Madison sts., or
mh1 1t City Wharfboat, foot Monroe st.

FOR VICKSBURG.

REGULAR MEMPHIS AND VICKSBURG PACKET.
For Helena, Gaines Landing, Eunice, Lake Providence and Vicksburg.
DAN ABLE..........Lee master
This splendid passenger packet will leave as above on
SATURDAY, 2d inst., at 5 p.m.
W. JAY JOHNSON, Agent,
mh1 2t Star Wharfboat.

FOR ST. LOUIS.

REGULAR MEMPHIS AND ST. LOUIS PACKET.
For Cairo and St. Louis.
MARBLE CITY..........Tschudi master
This splendid steamer will leave as above on
THIS DAY, 1st inst., at 5 p.m.
FLEM. CALVERT, Sup't.
DILL & PETERSON, Pass. Agent.
Or to E. B. BYINGTON, General Ticket Agent, No. 5 Jefferson street, where Tickets may be had to all points in the United States. mh1 1t

FOR WHITE RIVER.

REGULAR MEMPHIS AND WHITE RIVER PACKET.
For Augusta, Jacksonport, Little Rock, and all points on White and Black Rivers.
MERCURY..........Dickson master
This splendid packet will leave as above on
THIS DAY, 1st inst., at 5 p.m.
W. JAY JOHNSON, Agent,
mh1 1t Star Wharf boat.

REGULAR MEMPHIS AND WHITE RIVER PACKET.
For Helena, Delta, Friar's Point, Sun flower, Laconia, Carson's, Concordia, Mouth White River, Indian Bay, St. Charles, Duvall's Bluff, Little Rock, Des Arc, West Point, Searcy, Augusta and Jacksonport.
DES ARC..........Elliott master
This elegant passenger steamer will leave
SATURDAY, March 2d, at 5 p.m.
LEVY & MILLER, Agents,
feb28 3t 5½ Madison street.

FOR ST. FRANCIS RIVER.

REGULAR ST. FRANCIS RIVER PACKET.
For St. Francis River and Tributaries, Hornewell, Deep Landing and all intermediate points.
NATOMA..........Cummings master
This elegant passenger steamer will leave
FRIDAY, March 1st, at 5 p.m.
For freight or passage apply on board.
feb28 2t

FOR ARKANSAS RIVER.

MEMPHIS & ARKANSAS RIVER PACKET COMPANY.
For Helena, Napoleon, Pine Bluff and Little Rock.
GUIDON..........Whitaker master
This fast and commodious steamer will leave as above on
FRIDAY, 1st March, at 5 p.m.
LARRY HARMSTAD & CO., Agents,
Corner Main and Madison sts., or
feb27 3t City Wharf boat, foot Monroe st.

REGULAR MEMPHIS AND ARKANSAS RIVER U. S. MAIL PACKET.
For Pine Bluff and Little Rock.
GUIDON..........Whitaker master
This splendid passenger packet leaves on
FRIDAY, 1st March, at 5 p.m.
JAS. T. BOURNE & CO., Ag'ts,
feb27 3t No. 12 Jefferson street.

FOR CINCINNATI.

DEAN LINE.
MEMPHIS AND CINCINNATI PACKET
For Cairo, Louisville and Cincinnati.
MINNEOLA..........W. B. Miller master
This elegant passenger steamer is now loading at the foot of Court street and will leave
THIS DAY, 1st inst., at 5 p.m.
JAS. T. BOURNE & CO.,
mh1 1t 12 Jefferson street.

REGULAR CINCINNATI PACKET.
For Cairo, Evansville, Louisville and Cincinnati.
KATE ROBINSON.......... master
This elegant passenger packet will leave
FRIDAY, March 1st, at 5 p.m.
W. JAY JOHNSON, Agent,
feb28 2t Star Wharf boat.

FOR CAIRO.

REGULAR MEMPHIS & CAIRO PACKET.
For Columbus and Cairo.
CUMBERLAND..........Howard master
This fine passenger packet leaves for the above
THIS DAY, 1st inst., at 10 a.m.
LARRY HARMSTAD & CO., Agents,
Corner Main and Madison sts.,
mh1 1t and City Wharfboat foot Monroe st.

REGULAR MEMPHIS & CAIRO PACKET.
For Osceola, Hale's Point, New Madrid, Hickman, the Bends, Columbus and Cairo.
LADY..........S. Ward master, B. P. Ward clerk
Leaves Memphis for the above and intermediate points every
MONDAY, at 5 p.m. feb24 1m

FOR PITTSBURG.

REGULAR PITTSBURG PACKET.
For Cincinnati and Pittsburg.
LEONIDAS..........Greenlee master
This superb passenger steamer will leave as above on
FRIDAY, March 1st, at 5 p.m.
LARRY HARMSTAD & CO., Agents,
Corner Main and Madison sts., or
feb28 2t City Wharf boat, foot Monroe st.

MRS. RODNER,

No. 286 Second Street,
Near the corner of Madison and Second streets,
One Square From Her Old Stand,
HAS ON HAND
A FULL AND COMPLETE ASSORTMENT
—OF—
HUMAN HAIR GOODS,
Also, a large stock of
Toys, Notions, Etc.
All of which she offers for sale at the
Lowest Prices!
Please give her a call before purchasing elsewhere. dec22 1m

R. W. PRICE, Late of Eastport, Miss. J. C. TERRY, Late of Henderson, Terry & Co., N. O.

PRICE & TERRY,
COTTON FACTORS,
AND
COMMISSION MERCHANTS,

No. 15 Union Street, (Up Stairs,)
MEMPHIS TENNESSEE
AT PRESENT, AND UNTIL FIRST OCTOBER, OFFICE NO. 9 UNION ST.
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JOHN McCOY, Agent,
PILCHER & BARROW,

(Successors to Pilcher & Goodrich and M. Pilcher & Co.,)

COTTON & SUGAR FACTORS
—AND—
Commission Merchants,

No. 36 Factors' Row, Perdido street,
NEW ORLEANS.
☞ Business conducted by M. Pilcher.
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B. ROCCO,

Wholesale and Retail

CONFECTIONER,

N. E. Corner Main and Adams Streets,

HAS on hand at all times a choice and complete stock of

All Kinds of Confectionaries,

such as Candies, Jellies, Pickles, Nuts, Raisins, Sardines, Canned Fruits, Cured Meats, etc., etc. Also, best brands of imported

Havana Cigars and Virginia Tobacco,

and a large assortment of TOYS, which he sells at NEW YORK PRICES, and in any quantity. Parties and Dinners furnished promptly and in most elegant style. nov17

EDUCATIONAL

SEWANEE
COLLEGIATE INSTITUTE.

WINCHESTER, TENN.

EXECUTIVE COMMITTEE.

The Right Rev. C. T. QUINTARD, M.D., Bishop of Tenn., Visitor.
GEORGE R. FAIRBANKS, Esq., Chairman.
The Rev. T. A. MORRIS, Secretary.
The Rev. F. L. KNIGHT, D.D., Rector.

THE location of this thorough Training School for Boys and Young Men is too well known in the South to require more than a passing allusion to its unsurpassed advantages for accessibility, health, and that retirement which is so necessary to rapid progress in academical pursuits.

It is near the site of the proposed "*University of the South,*" and will be made auxiliary to that Institution, when established, by such an adaptation of its preparatory studies, as will best fit its pupils for a higher course in the University. In the mean time every facility is here afforded the students to prepare either for business, or a professional career.

Care will be taken, as far as practicable, to prevent improper associations; and the officers reserve to themselves the right to designate suitable places of board, appoint proper hours of study, and enjoin such other regulations as may promote the highest good of the youth, and all connected with the Sewanee Institute.

The discipline of the school and recitation rooms will be strict, but not harsh. Founded upon true principles of Christian culture, it will aim at the requisite development of its members in all the qualifications of well-educated gentlemen.

To meet the necessities of the times without sacrificing the interests of patrons, a scale of charges has been fixed upon which will place the benefits of the Institution within the reach of almost every one. The entire expenses of the school year need not exceed $250.

Board ranges from $15 to $20 *per month.*
Tuition, Senior Department, $15 to $30.
Tuition, Primary Department, $10 to $12 50 *per Session of Five Months,* payable either *monthly,* or at the *middle* of each session.

Modern Languages, Music, Drawing, and Book-keeping, *extra,* at Professors' charges.

The Fall Session commences Monday, September 3d, 1866.

Pupils will be received at any time, but will be required to remain to the end of the Session, except in cases of urgent necessity.

Communications respecting the school may be addressed to the Rector, the Rev. Dr. F. L. KNIGHT, at Winchester, or to Geo. R. FAIRBANKS, Esq., Nashville, Tenn.

The Committee refer to
The Right Rev. H. C. Lay, D.D., Bishop of Arkansas, etc., Little Rock, Ark.
The Right Rev. W. H. Odenheimer, D.D., Bishop of New Jersey, Burlington, N. J.
The Right Rev. W. R. Whittingham, D.D. LL.D., Bishop of Maryland, Baltimore, Md.
The Rev. David Pise, D.D., Columbia, Tenn.
The Rev. George White, D.D., Memphis, Tenn.
W. B. Miller, Esq., Memphis, Tenn.
The Rev. W. J. Ellis, Nashville, Tenn.
The Hon. F. B. Fogg, Nashville, Tenn.
Gen. Frank Cheatham, Nashville, Tenn.
J. B. Craighead, Esq., Nashville, Tenn.
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A Preparatory Course has been instituted, in which Students, unprepared for the Regular Classes, may receive instruction in necessary branches. The Session begins second Thursday (13th) September, and ends last Thursday in June.

TERMS:

Tuition, and all other College fees	$100
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For further information, or for Catalogue, address the Faculty of Washington College, Lexington, Virginia. jy14

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LEBANON, July, 1866. au2

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THE Principal of this Academy begs to inform the parents and guardians of his pupils, and the public in general, that the

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attached to the Academy are now ready, affording every accommodation for the advantage of pupils.

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WILL be opened on the First Monday in November next, for the first time since the war. The course of instruction will be thorough, and the rates the same as formerly. An able Faculty will occupy the chairs. One beneficiary will be taken from each congressional district, and all disabled soldiers will be taught gratuitously. For further information, apply to
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MEMPHIS APPEAL.

MY FLOWERS.

BY ALICE CARY.

Down by the mill, down by the mill,
Through all the summer hours,
There they grew, and grew, and grew,
Red and white, and purple and blue,
My beautiful, beautiful flowers!
Down by the water, bright and still,
Set like sentinels round the mill,
My beautiful, beautiful flowers!

There they grew and there they stood
Together, two and two,
And some had hearts like a drop of blood,
And some like a drop of dew.
Down by the mill, down by the mill,
Through all the summer hours,
There they swung and there they swayed,
Like spots of sunshine over the shade;
And over the waters, cold and still,
My beautiful, beautiful flowers!

And some had slippers of yellow gold,
And some had caps of snow,
And some their heads held high and bold,
And some their heads held low;
And so they stood up side by side,
Meek and mournful and modest-eyed,
Through all the summer hours;
Down in the meadow, gray and green,
Like bridesmaids standing round their queen,
My beautiful, beautiful flowers!

O! to see them bloom and blush
Was the sweetest show of shows!
The daisy under the lilac bush,
And the violet by the rose!
Down by the mill, down by the mill,
Through all the summer hours,
Some so high and some so low,
But all as fair as fair can grow,
Down by the water, bright and still,
My beautiful, beautiful flowers!

O! the little maid of the mill,
That dazzles and deceives,
With a head as bright as the daffodil,
And a hand like the lily-leaves!
She it is that makes them grow
Through all the summer hours;
They with cloaks of speckled dyes,
And they with hoods about their eyes,
Meek and modest and high and low;
She can tell, if tell she will,
Why they dazzle down by the mill,
My beautiful, beautiful flowers!

I DREAM MY DREAM.

I dream my dream; the setting sun
Sinks to the boundless sea,
I dream my dream; the day that's done
Is like life's mystery.

I dream my dream when all around
The glow of heaven is shed;
I dream my dream when night's profound
Rests o'er the silent dead.

I dream my dream! Afar I hear
The sea's tumultuous roar;
I dream my dream; and wait the hour
That bids me dream no more.
—[Boston Transcript.

WHY NOT?

The usual frequency of crimes throughout certain of the northern states has already been noticed in these columns; but since that time events have occurred which have give the subject even greater prominence. So frequent are occurrences of this character that the daily papers have a regular head of "crimes," under which they print reports, received by telegraph and otherwise, of deeds of darkness. But of all the places for revolting murders, Philadelphia takes the precedence. It is but a little while since the country was startled by an account of a fiendish murder in that city by one Antoine Probst, and now we have to record the shooting, by a discharged soldier, of a tailor in a court in the city of brotherly love. This deed is a step in advance of anything of the kind in the criminal history of any city in the union, and suggests the pertinent inquiry, why does not congress turn its attention to Pennsylvania? If a negro child is spanked in Louisiana, or an impudent white brawler snubbed in Texas, all the radical papers set up a howl against the "insecurity of life and property" in those states. Mr. Sumner, also, parades his budget of anonymous letters from the south, and Mr. Stevens holds the house breathless with his denunciation of rebels, and vows wholesale confiscation, "God willing and I living." Yet here is the case of a malicious shooting, in open court, in the terribly loyal city which adjoins League island, and not a word from the "loyal" press, nor a letter from Mr. Sumner, nor an oath from Mr. Stevens!

Nor is this picture overdrawn. Even the Philadelphia *Ledger*, a non-partisan paper which leans toward radicalism, in commenting upon this last murder on its city's list, is forced to exclaim that "never before were there so many and such flagrant instances of crime," and adds: "Our own jails, both the county prison and the eastern penitentiary, are filled to overflowing, and appeals are being made to the legislature for means to enlarge one of them, whilst the city is being asked to build a house of correction for the relief of the other." Can a worse picture be drawn of any city or state in the south? Do not the following words of the preamble to the military reconstruction bill, just passed by both branches of congress, apply with added force to Pennsylvania, *mutatis mutandis*: "Whereas, no adequate protection for life and property now exists in the state of Pennsylvania; and whereas, it is necessary that peace and good order should be enforced in said state; therefore, be it enacted," etc.? Why should not the same means to attain the same ostensible end be applied in Pennsylvania as in the ten unrepresented southern states? Again, why not?—*New York World.*

"INDIAN MOUNDS."

From the Alton Telegraph.]

It is well known that in various parts of this county many curious elevations exist, varying in hight from ten to sixty feet, and generally spoken of as "Indian mounds," from the supposition that they were raised by the aborigines as burial places for their dead.

We notice that the author of the geological survey of Illinois, in commenting upon the elevations, calls in question the commonly accepted belief of their artificial formation. He states that these mounds, when carefully examined, are found to "consist of drift clay and loess, remaining *in situ*, just as they appear along the river bluffs, where similar mounds have been formed in the same way, by the removal of the surrounding strata by currents of water." Hence, the author infers that "these mounds are not artificial elevations, but are simply outliers of loss and drift, that have remained as originally deposited, while the surrounding cotemporaneous strata were swept away by denuding forces. The simple fact that they were used as burial places by the aborigines, which seems to be the main argument relied upon in proof of their artificial origin, is entirely inadequate to sustain such a conclusion, and they were, perhaps, only selected for this purpose on account of their elevated position."

Thus is the ruthless hand of science sweeping away the pleasant traditions of the "red men," which are common in almost every community. It has always been a gratification to us to look upon these "mounds" in the light of monuments of the rude handiwork of a past age, and as furnishing a dim insight into the customs of the races which trod our hills and dales a thousand years ago. But if the theory of the author quoted from is correct, we must award to dame Nature the credit of rearing these elevations which antiquarians have heretofore united in considering to be the work of Indians.

We have, however, one delightful Indian legend of this vicinity remaining yet intact, viz: That of the "Piasa Bird," and we hope long to entertain the belief of its truth, (?) and to this end, therefore, we suggest that whenever a geologist, armed with text book and hammer, commences an inspection of our bluffs, with a view of overturning this tradition also, that his hammer be taken from him, his text book committed to the flames and the man of science given twenty-four hours in which to leave the town.

MASSACHUSETTS SLAVERY.

A few years ago slavery was tolerated in Massachusetts, and the newspapers were filled with disgusting advertisements relating to degrees. The following specimens, gathered from Massachusetts papers, are furnished by Mr. Moore, librarian of the New York historical society, and recently published by him. One of them offers for sale:

Very good Barbadoes rum and a young negro that has had the smallpox.

Another has:

Likely negro men and women, just arrived.

Another has:

Negro men new, and negro boys who have been in the country some time: also just arrived, a choice parcel of negro boys and girls.

Another:

A likely negro man, bred in the country and bred a farmer—fit for any kind of service.

Another:

A likely negro woman, about nineteen years old, and a child six months of age, to be sold together or apart.

More marvelous is another of the following tenor:

A negro child, soon expected, of a good breed, may be owned by any person inclined to take it.

Here is one sample more, to complete the assortment:

To be sold, an extraordinary likely negro woman, seventeen years old; she can be warranted to be strong, healthy and good natured; has no notion of freedom; has always been used to a farmer's kitchen and dairy, and is not known to have any failing but what is natural with women, which is the only cause of her being sold.

The New Haven *Register* says:

"It seems that in those very pious days of Massachusetts, it was cheaper to buy negroes there ready grown, than to pay for feeding and clothing their infants while too young to work. Their good men were too stingy to pay for taking care of helpless children, and so sold the mothers into slavery to get rid of them. They were not then up to the Massachusetts way of getting rid of children, by which, their statistics show, the present native population, though four times as large as the foreign residents of that state, have annually a less number of children born alive than have the small foreign population."

THE meeting between Surratt and his sister was extremely affecting. The sister encouraged her brother to keep a stout heart, but the conversation was chiefly on domestic affairs.

CORRESPONDENCE.

GRENADA, MISS., February 25, 1867.

Editors Memphis Appeal:

"The praises of sincerity, my dear Hobhouse, are ever accorded to the voice of friendship."—*Byron.*

Equally so, the praises of sincerity are accorded to those who, though personally strangers, are warmly devoted to a noble and common cause, and defend vital principles and pure moral sentiments assailed by tyrants. I feel, then, privileged to express to you my admiration of the ability with which the APPEAL has been conducted under your administration, and of the elevation of its moral and political tone. I read with peculiar pleasure, and with feelings of gratitude, your able and nobly eloquent comments upon the letter of Gen. Thomas—a letter rich in illustrating that "bad moral courage which braves infamy." In one important respect it is all well. Gen. Thomas has written a letter, giving in strong and clear outlines, the bold features of a military despotism deformed by hatred of constitutional liberty, and of the ennobling traits of human nature; but virtue has roused a champion who has rebuked the tyrant and vindicated her rights. Gen. Thomas will live in history, and you have contributed to immortalize him.

In one respect the tyrants are pursuing a course which will prove the best for us if we be true to ourselves—if we cherish and practice with persevering energy the political and social virtues, and be guided by cardinal principles. They might buy some of us up by giving occasionally, or by even promising, a mess of pottage; but they prefer boldly to plunder and rob, and to treat us with scorn and contempt. If there be any nobility left in our natures it must be roused and strengthened by oppression and insult. They offer us no compromise. So much the better; for any compromise they would tender would only be a snare to divide and injure us. We tore down our walls once and received a Grecian horse at the instance of President Johnson. We let in his "provisional governors," who persuaded us, with the promise of representation in congress, and respite from the insults and plundering of negro troops and the contumely and oppression of military officers, to sign, seal and deliver a title deed to a large portion of our most precious inheritance. Scorn and insult are the least of the evils which we have received in return. The president was doubtless sincere in believing that his promises would be fulfilled; but he misunderstood the party with which he was allied. When congress met he was soon given to understand that he had no power to comply with his promises, and that he must look to his resources for his own safety. It is now considered here that we acted unwisely in having made any concessions, and open an unequivocal attack of the radical leaders have united us again. We can at least remain still, and give the resistance of *vis inertiæ*. We can, united, cherish a love for "the rights of man," and for the constitutional guarantees of liberty which our ancestors wrested from tyrants and bequeathed to their race. If we have not degenerated, the noble attributes of our natures will be awakened and invigorated by the pressure from the feet of oppression, and we will yet rise and assert our rights, in concert with thousands at the north, whom despotism will cause to feel that we are in the right, and who will love us the better for our having always sought to vindicate our glorious inheritance. Our time will come, and we must patiently await the result of time. But this depends upon our being true to ourselves, which we will not be unless we understand, and cherish, and never voluntarily relinquish any of the constitutional bulwarks of liberty. Unless we vigilantly and successfully defend these bulwarks with all the power left us—with moral courage at least; and unless we practice the virtues and cultivate the intelligence from which civilized society is dependent for its resources; our time will come, and it will come before long, if we only remain firm and still. But we must be wakeful, and never resign our right to speak our thoughts. We have friends at the north—friends for no other reason than that their own best and highest interest is identified with ours. Our oppressors have no principles nor policy which can sustain government. They can tear down the temple, but they can build none that can endure. They are fanatics, and will continue as long as they retain power to plunder and destroy; and it will soon be perceived by even their dupes, that they are leading to ruin. Then the better element of the north will gather strength; a fearful convulsion may ensue, but the architects of ruin will be buried in the ruins caused by their own madness.

SIDNEY HAMPDEN.

A CASE OF CONSCIENCE.

A Lawyer with Conscientious Scruples.

From the Danville (N. Y.) Express.]

We have lately heard a capital story connected with a prominent lawyer of our village, who has distinguished himself in the defense of criminals, as well as in connection with other trials having frequently, through his skill, aided the most hardened criminals to escape from justice. Some time ago, while our friend was attending court in an adjoining county, he was applied to by a singular specimen of humanity, charged with grand larceny, to defend him. The lawyer very naturally inquired what crime he was accused of. The party accused replied that somebody had been mean enough to charge him with stealing $150 in bank notes, and had got him indicted.

"Are you guilty?" asked the lawyer.

"That's none of your business," replied the accused. "They say that makes no difference with you, whether a man is guilty or not, you will contrive to dig him out in some way. So don't talk any more about guilt till you hear what the jury says."

"Well, what about the pay?" said the lawyer.

"You just hold on till the trial is over; give L—— (the complainant) h—l on the cross-examination, and that other fellow he has got to back him up, and you'll have no trouble about the pay."

The trial commenced, and proved to be a somewhat protracted and exciting one. The district attorney proved that the money in question was composed of two $50 bills on a certain bank, and the remainder all in $10 bills, all of which were wrapped up in a piece of oil silk. The jury, after listening to the counsel in the case, and receiving the charge of the judge retired, and soon returned with a verdict of not guilty. The accused, who was greatly elated with the result of the trial and the effort of his counsel, invited the latter into one of the vacant jury rooms. As soon as they were alone he slapped his counsel on the shoulder, and exclaimed:

"Free as water, ain't I? What's the use of trying a man for stealing when you're around? Now I suppose you want pay?"

"Yes; have you got anything to pay with?" said the lawyer.

"Lend me your knife and we'll see about that."

The lawyer, slightly startled at such a proposition, rather reluctantly complied. The accused immediately commenced ripping and cutting away at the waistband of his pantaloons, and soon produced the roll of bills for the stealing of which he had just been tried, wrapped up in the identical piece of oil silk described by the witnesses for the prosecution, and throwing it down on the table before the astonished lawyer, exclaiming: "There, take your pay out of that; I guess there is enough to pay you tolerably well."

"Why, you villain! you stole that money after all," said the lawyer. "Do you expect I can take any of that money?"

"Stole that money! Why, what are you talking about? Didn't them twelve men up stairs there just say I didn't steal it? What's the use of your trying to raise a question of conscience after twelve respectable men have given their opinion on the subject? Take your pay out of that hat and ask no questions. Don't be modest in taking; I got it easy enough, and you've worked hard enough for it."

Our informant did not state how much the lawyer took, but we presume the chap did'nt have much change left after our friend had satisfied his "conscience" in the premises.

A Spunky Bride.

A case of remarkable bravery happened at Lewiston, Me., during the first severe snow storm in January. A couple of young aspirants, who thought it was "not well for man to live alone," determined to make a change from single blessedness to matrimonial bliss, and started out in a hack to get "spliced." They proceeded on their journey to the parson's but the snow fell with rapidity, and the wind blew it with such force into every crevice and the corner, that the hackman descended from his seat, and with all the gravity possible announced to the pair, who were somewhat chagrined because of the slowness of the coach, that it was impossible for him to proceed further, and he must return. But the young heroine was exceedingly wrathy at the course of things, and announced to her suitor that she must get to the parson's, and suiting the action to her word placed herself upon the box, and braving the cold northwest storm, landed her "precious" load upon the doorstone of the parson's house.

Apt Illustration.

The relation which the southern states hold to the union is aptly illustrated by the following anecdote:

In the old flush times a passenger on a river boat accosted a little negro with an inquiry usual at that day:

"Who do you belong to?"

"Don't know, sir," answered the boy.

"Why don't you know?"

"When I come aboard I b'longs to Massa Sam White, but he went me last night on two little pa'r, and de clerk of dis boat win me. Den Dol. Smiff he beat de clerk on a bluff, an' he had one last; so I carn't tell, sir, who I b'longs to till de game close."

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FORMERLY of Louisville, Ky., more recently of the Healing Institute, New Albany, Ind., assisted by her husband, Dr. J. M. EVANS, desires to inform her friends and the public that she has taken

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jal8 tf No. 5½ Madison street

CONSIGNMENT

To be Closed Out Immediately!
50 hhds. La. Sugar;
200 bags Coffee;
25,000 lbs. Bulk Pork.

Call and examine before purchasing elsewhere.

GUY, ALDEN, McCRAE & CO.
feb21 2w

EMMONS & SON,

Packers, Forwarders and General Jobbers of
NEWSPAPERS
Cheap Publications,
BOOKS, STATIONERY, ETC.
No. 10 Jefferson Street.
Everything required by the Trade supplied at Lowest Rates. feb23 1m

FURNITURE AND BEDDING
—AT—
G. F. JUNKERMANN'S,
31 Main Street, (Near M. & C. R. R. Depot).

BEING connected with several wholesale establishments in the North I am enabled to sell Furniture at little above Cincinnati rates. Mattresses of all kinds made to order. Levee Mattresses constantly on hand.

Furniture repaired. Upholstering and Renovating done with neatness and dispatch.
feb18 1m

INSURANCE AGENCIES

MISSISSIPPI VALLEY
INSURANCE COMPANY.

Capital, - - - - $300,000

Office, 22 Madison Street.

DIRECTORS:

F. W. Smith,	W. H. Cherry,
Geo. W. Trotter,	F. S. Davis,
C. F. Smith,	S. M. Gates,
C. C. Partee,	J. W. Jefferson,
N. Coronna,	C. P. Norris,
A. P. Burditt,	J. J. Murphy,
W. Y. Cirode,	Dan. Able,
Oscar Minor,	L. M. Wolcott,
H. A. Littleton,	Edward Warburg,
Napoleon Hill,	H. M. Lowenstein.

C. P. NORRIS, President.
G. W. TROTTER, Vice-President.
J. R. STEBBINS, Secretary.
feb26 3m

UNDERTAKERS.

J. B. McCAFFERY. | W. R. CORNELIUS.

McCAFFREY & CORNELIUS

GENERAL
UNDERTAKERS
—AND—
EMBALMERS OF THE DEAD,
No. 317 Second Street,
Near Monroe,
Memphis, - - Tennessee.

METALIC Cases and Caskets and Wooden Coffins constantly on hand. feb24 3m

J. C. HOLST & CO.,

UNDERTAKERS
At the Old Stand,
NO. 320 MAIN STREET
feb6 3m MEMPHIS, TENN.

SEEDS.

R. C. CRAIG & CO.'S
SEED STORE,
379 Main Street, Jackson Block,
jan24 3m MEMPHIS, TENN.

NEW CROP.
LANDRETH'S
GARDEN AND GRASS SEED,
Just Received and for Sale, Wholesale and Retail, by
WARD & LeGUERE,
DRUGGISTS AND SEED DEALERS,
CORNER MAIN AND ADAMS STREETS,
Opposite Worsham House,
Memphis, : : : : : : : Tennessee.
feb6 3m

LANDRETH'S
WARRANTED GARDEN SEED!

CONSTANTLY arriving and for sale by
R. G. CRAIG & CO.,
Wholesale and Retail Seed Store,
jan24 3m 379 Main street, Memphis, Tenn.

BOOTS AND SHOES.

Notice.

WE have this day associated with us in the Boot and Shoe business Mr. W. B. RAGLAND. The name and style of the firm will be MICKLE, SMITH & RAGLAND.
J. D. MICKLE.
JOHN I. SMITH.

J. D. MICKLE, Memphis. | JOHN I. SMITH, New York. | W. B. RAGLAND, Memphis.

MICKLE, SMITH & RAGLAND,
Wholesale and Retail Dealers in
Boots, Shoes and Brogans,
No. 319 Main Street, Memphis Tenn.,
feb16 1m

J. J. REILLY,
Wholesale and Retail Dealer in
Hats and Caps, Boots and Shoes,
NO. 220 FRONT STREET,
Second Door South of Adams,
jan26 1m MEMPHIS, TENN.

REMOVAL.

TERRY & MITCHELL,
Wholesale Dealers in
BOOTS, SHOES AND HATS,
Have Removed to
No. 329 Main Street,
(Eclipse Building),

AND are offering their Winter Stock at LOW PRICES.

Second and Third Floors to Rent, with conveniences. Suitable for wholesale business. Will not be rented separately.
feb6 1m TERRY & MITCHELL.

MISCELLANEOUS.

F. GLASSICK & CO.,
Manufacturers and Dealers in
Guns and Pistols,
GUN IMPLEMENTS, MATERIALS
and Ammunition, Assorted Fishing Tackle and Limmirick Hooks.

Orders by mail promptly and faithfully filled. All repairing fully warranted.

No. 250 MAIN STREET,
Under Odd-Fellows' Hall,
dec6 3m MEMPHIS, TENN.

DR. DeL. LEOPOLD,

Formerly of New Orleans, La., has located an
EYE
—AND—
EAR
DISPENSARY,
Opp. Overton Hotel, Main st., Memphis, Tenn.,

Where he can be consulted upon all diseases of the Eye, Ear, Cancer, and all Chronic Complaints.

CATARACT Operated for, Artificial Pupils Formed, Crossed or Squinted Eyes Straightened in a moment's time, and all Surgery upon the Eye, Ear or Cancer performed in a scientific manner.

Persons suffering with diseases of a certain order, will bear in mind that at the Dispensary they can receive a thorough and permanent cure, and avoid being unnecessarily drugged.

Patients are not received under treatment without examination. Incurable cases will not be received under treatment with a promise of cure, as no charges are made unless a cure is effected.

Drugs and Medicines are constantly kept at the Dispensary for the use of patients only.

Dr. DeL. LEOPOLD in personal attendance. Dispensary open from 8 a.m. until 10 at night.

Hundreds that are now Blind and Deaf will be restored to sight and hearing if they secure treatment at the Dispensary.

To the Doctor's former patients in Tennessee and surrounding States, will recommend persons, as in former times, that are suffering with Blindness and Deafness to call on the Doctor for examination and treatment, in his New Dispensary, opposite Overton Hotel, Main street, Memphis, Tenn. feb24-21 1y

ICE! ICE!! ICE!!!

WE wish to call the attention of the ice dealers in the towns on the railroads and river to the fact that they can purchase their supply in the spring, which we are unloading from barges, at much less rates than at retail, after we have been to the expense of putting it in store. Apply to or address
BOHLEN, HUSE & CO.,
jal8 3w 296½ Main street.

HARDWARE.

PERKINS, LIVINGSTON & POST,
368 : Main Street : 368
Memphis, - - - - Tenn.
—DEALERS IN—
MACHINERY
—AND—
Heavy Hardware.
Exclusive Agents for
Wood & Mann's Portable Engines.
Isaac Straub & Co.'s Celebrated "Queen of the South" Corn Mill.
Lane & Bodley's Saw Mills and Engines.
feb12 tf

AGRICULTURAL WAREHOUSE
—OF—
W. WYATT,
No. 5 Howard Row.

PLOWS, of all kinds; WAGONS, of all kinds and sizes; STRAUB'S GRIST MILLS, all sizes. Also, Circular Saws, Drag Saws, Wheelbarrows, Cutting Boxes, Corn Shellers and Washing Machines and Wringers. feb9 3m

MEMPHIS IRON
Manufacturing Company.

WE are MANUFACTURING in this city the
BEST QUALITY OF IRON,
of various sizes.

Persons disposed to patronize HOME INTERESTS will please call upon

Orgill Bros. & Co.,
OR } Agents.
Conway, Jones & Tate,
M. J. WICKS, President.
February 7, 1867. feb8 1m

WM. ORGILL, EDMUND ORGILL, | G. L. DENISON, A. S. McNEAR.

ORGILL BROS. & CO.,
Importers and Dealers in
HARDWARE,
Cutlery, Guns,
AGRICULTURAL IMPLEMENTS, etc.

SOLE AGENTS in Memphis for the Peoria, Moline, Jewett or Cary, Premium and Brinley Steel Plows.

Mitchell's Patent Block Cotton Scrapers, Cotton Planters.

Marvin & Co.'s greatly celebrated Fire and Burglar Proof Safes.

Nos. 310 and 312 Front Street,
MEMPHIS, TENN.
ja10 2m

HARDWARE.
CHOATE & CO.,
No. 232 Front Street,
MEMPHIS, TENN.
DEALERS IN
Hardware, Stoves, Plows, Wagons,
Iron, Steel, Glass, Nails,
Guns, Pistols, Cutlery,
Blacksmith's Material,
Woodwork for Wagons,
And everything usually kept in a Hardware House. jan5 3m

W. P. PAUL, Formerly with Hillman Bros., Mem. | G. D. CROCKETT, Formerly with Hillman Bros., Nash.

PAUL & CROCKETT,
Agents for Hillman, Bro. & Sons Celebrated
TENNESSEE CHARCOAL IRON,
The only stock kept in the city.
No. 252 Front Street, - Memphis, Tenn.
A full supply constantly on hand.
feb3 tf

MISCELLANEOUS

C. F. CHAMBERLIN & CO.,
Blank-Book Manufacturers,
BOOK-BINDERS, PRINTERS,
And Wholesale and Retail Dealers in
STATIONERY,
No. 197 Main Street,
Memphis, Tenn.

WE have connected with our house a first-class
STEAM JOB PRINTING OFFICE,
And are prepared at all times to do COMMERCIAL, LAW, STEAMBOAT and RAILROAD PRINTING, in the neatest, cheapest and best style of the art.

Call and examine our goods, styles and prices.
feb6 3m

GEORGE T. PITTMAN, MINTER PARKER, } Memphis.
W. H. PITTMAN, New Orleans, La.
PITTMAN & BROTHER, No. 110 Locust street, St. Louis, Mo.
PITTMAN BROTHERS & CO., No. 188 Gravier street, New Orleans, La.

PITTMAN, PARKER & CO.,
COTTON FACTORS
—AND—
COMMISSION MERCHANTS,
No. 15 UNION STREET,
MEMPHIS, : : : TENNESSEE.
AGENTS FOR THE SALE OF BAGGING AND ROPE.
A large stock constantly on hand.
dec29 2m

CAUTION!

Messrs. A. T. Stewart & Co.,

BEING the exclusive agents and importers of all the KID GLOVES made by ALEXANDRE of Paris, respectfully caution buyers against imitations stamped inside "ALEXANDER," also "ALEXANDRECELEBRE," which are now in the market and sold as the genuine glove.

All genuine Alexander Gloves are stamped { ALEXANDRE, A. T. S. & CIE. }

NEW YORK, January 14, 1867.

Genuine Alexandre Kid Gloves!
Genuine Alexandre Kid Gloves!
Genuine Alexandre Kid Gloves!
—AT—
B. LOWENSTEIN & BROS.
B. LOWENSTEIN & BROS.
B. LOWENSTEIN & BROS.
jan20 1m

GREAT SALE
—OF—
DRY-GOODS!
Damaged by the Late Fire,
—AT—
J. ALEXANDER & CO.'S,
Corner Main and Union Streets,
Commencing on
Monday, February 11, 1867,
And Continuing Until the Whole Stock is Disposed of.
J. ALEXANDER & CO.,
feb9 1m Corner Main and Union streets.

P. TRAVERSO,
Merchant Tailor and Scourer.

CLEANS and Repairs all kinds of Clothing for Ladies and Gentlemen in best style. First-class Cutting. Clothing Made on short notice. No. 365 Shelby st., Memphis. feb16 3m

LEGAL.

Attachment Suit.

W. H. D. Wendel vs. C. W. Dunnaway.

AFFIDAVIT for attachment having been made in this case and attachment having been issued against the estate of C. W. Dunnaway, upon the ground that he is a non-resident of the State of Tennessee, and it having been returned "levied," etc.,

It is therefore ordered, that said defendant enter his appearance on or before the 3d day of April, 1867, to plead, answer or demur to the said plaintiff's complaint, or the same will be taken for confessed and the case set for hearing ex parte, and that a copy of this order be published once a week for four consecutive weeks in the Memphis APPEAL.

S. A. MOORE, J. P.
J. B. Wendel, attorney for plaintiff.
feb28 law4w*

Information No. 159.

UNITED STATES OF AMERICA,
DISTRICT COURT OF THE UNITED STATES,
DISTRICT OF WEST TENNESSEE.

WHEREAS, MARLAND L. PERKINS, Esq., Attorney of the United States, for the District aforesaid, has filed an Information against the following property, to-wit: 21 boxes manufactured tobacco, alleging among other things that all the right, title, interest and estate has been seized by the Collector of the Internal Revenue of the United States for the Seventh Collection District of the State of Tennessee, as forfeited to the United States for the causes in said Information set forth, and praying the usual process and monition of the Court in that behalf. Now, therefore, in pursuance of the process of said Court, to me directed, I do hereby give public warning and notice to all persons having or pretending to have any interest in said property so seized, that they be and appear before the said Court at the Federal Courtroom in the city of Memphis, on the 18th of March, 1867, at 10 o'clock in the forenoon of that day, and show cause, if any they have or know, why the said property shall not be condemned or forfeited as aforesaid.

This 23d day of February, 1867.
SAM. H. JONES,
U. S. Marshal for the District of West Tenn.
fe26-14t

Information No. 160.

UNITED STATES OF AMERICA,
DISTRICT COURT OF THE UNITED STATES,
DISTRICT OF WEST TENNESSEE.

WHEREAS, MARLAND L. PERKINS, Esq., Attorney of the United States, for the District aforesaid, has filed an Information against the following property, to-wit:

880 pounds Manufactured Tobacco;
6000 pounds Leaf Tobacco;
2 Screws, Levers and Frames;
335 pounds Tobacco in process of Manufacture;
10 pound Licorice;
67 Drying Scales;
1 Balance Scale;

alleging among other things that all the right, title, interest and estate therein has been seized by the Collector of Internal Revenue of the United States, for the Seventh Collection District of the State of Tennessee, as forfeited to the United States, for the causes in said Information set forth, and praying the usual process and monition of the Court in that behalf. Now, therefore, in pursuance of the process of said Court, to me directed, I do hereby give public warning and notice to all other persons having or pretending to have any interest in said property so seized, that they be and appear before the said Court at the Federal Courtroom, in the city of Memphis, on the 18th day of March, 1867, at 10 o'clock in the forenoon of that day, and show cause, if any they have or know, why the said property shall not be condemned or forfeited as aforesaid.

This 23d day of February, 1867.
SAM. H. JONES,
U. S. Marshal for the District of West Tenn.
feb26 14t

Information No. 158.

UNITED STATES OF AMERICA,
DISTRICT COURT OF THE UNITED STATES,
DISTRICT OF WEST TENNESSEE.

WHEREAS, MARLAND L. PERKINS, Esq., Attorney of the United States, for the District aforesaid, has filed an Information against the following property, to-wit: One barrel whisky, marked "Keizer, Milan, Tennessee," alleging among other things that all the right, title, interest and estate therein has been seized by the Collector of the Internal Revenue of the United States, for the Seventh Collection District of the State of Tennessee, as forfeited to the United States, for the causes in said Information set forth, and praying the usual process and monition of the Court in that behalf. Now, therefore, in pursuance of the process of said Court, to me directed, I do hereby give public warning and notice to all persons having or pretending to have any interest in said property so seized, that they be and appear before the said Court at the Federal Courtroom in the city of Memphis, on the 18th day of March, 1867, at 10 o'clock in the forenoon of that day; and show cause, if any they have or know, why the said property shall not be condemned or forfeited as aforesaid.

This 23d day of February, 1867.
SAM. H. JONES,
U. S. Marshal for the District of West Tenn.
fe26-14t

Attachment Suit.

S. C. Barnes vs. C. T. Buntin.

AFFIDAVIT for attachment having been made in this cause in pursuance of section 3455 of the Code, and attachment having been issued and returned "levied, etc.," on the property of defendant C. T. Buntin;

It is therefore ordered, that said defendant C. T. Buntin appear on or before the 27th day of March, 1867, at the office of S. A. Moore, J. P., in the city of Memphis, Tennessee, and defend this suit or the same will be taken for confessed and heard ex parte, and that a copy of this order be published once a week for four consecutive weeks in the Memphis APPEAL.

S. A. MOORE, J. P.
Logwood & Peyton, atty's for plaintiff.
February 26, 1867.—law4w*

Trustee's Sale

ON

Tuesday, March 5, 1867.

IN pursuance of a certain deed of trust, made and entered into by and between the Memphis Building and Loan Association, Andrew J. Montgomery, A. Wright, Hezekiah Cobb, Coleman Boyd, Tandy M. Trice, and Luke W. Finlay, trustee, duly recorded in the Register's office of Shelby county, Tennessee, in book No. 57, part 2, pages 12, 13, 14, 15, 16, 17, 18 and 19, for the purposes in said deed mentioned, I will, on

Tuesday, March 5th, A. D., 1867,

in front of the Courthouse, Greenlaw block, Memphis, Tennessee, sell at Public Auction, for cash, to the highest bidder, the following property, to-wit: All the property conveyed to the undersigned in said deed, and especially to-wit: a certain tract of land, in said county and State, 14th Civil District of said county, southeast of and near to the City of Memphis, bounded as follows: Beginning at a stake or point on the east side of College street, two (2) chains south of the point where Walker street and said street intersect, as laid down on the map of the City of Memphis and its environs, by E. W. Rucker, thence east and parallel with Walker street, along the south line of a lot of one and a half acres, sold by A. J. Montgomery to the Rev. Mr. Drane, seven chains and fifty links to a stake, the southeast corner of said Drane's lot, thence north two chains to a stake in the south line of Walker street, thence east with the south line of Walker street, two chains and twenty-five links to a stake on the east line and northeast corner of the original twenty acre tract of land sold to the said A. J. Montgomery by Solomon Rozell, by deed of February 9, 1852, recorded in the Register's office of said county and State, thence south with the east line of said twenty acre tract, four chains and ninety-seven links to a stake, thence west, one chain and seventy-five links to a stake, Mrs. Owens' northwest corner, thence south eight links to a stake, C. J. C. Devlin's northeast corner, thence west with the north line of said Devlin, eight chains to a stake on the east line of College street, thence north with the east line of said College street, two chains and ninety-four links to the beginning, containing 3 35-100 acres, as surveyed; and also one lot of ground in the town of Pontotoc, county of Pontotoc, State of Mississippi, containing about three (3) acres of ground, being all the real estate of said Montgomery, in said town, for a more particular account of which, 3 35-100 and 3 acre lots, reference is made to said deed of trust. Title believed to be good. Right of redemption waived. Convey only as trustee. Sale at 10 o'clock a.m.

LUKE W. FINLAY,
feb3 tds Trustee.

Insolvent Notice.

Chancery Court of Memphis, Nov. Term, 1866.
1357—N. R. D.—James A. Harwood, Administrator of William E. Eddins, deceased, vs. Virginia Eddins, Thomas B. Eddins, et al., the widow, heirs at law, distributees and creditors of said Wm. E. Eddins, deceased.

IN this cause it is ordered by the Court that the County Court of Shelby County, Tennessee, be enjoined from taking any further steps in the administration of the estate of said Eddins; that said administration be transferred to this Court, and the estate administered upon as insolvent; that all creditors, or those claiming to be creditors, whether by note, account, decree or judgment, both resident and nonresident, be restrained from prosecuting their claims, otherwise than under this proceeding. It is further ordered, that all creditors do prove and file their claims with the Clerk and Master of this Court, and make themselves parties to this suit, on or before the second Monday in May, 1867, and that a copy of this order be published for six weeks in the Daily Memphis APPEAL and Avalanche, and in the newspaper published at Pulaski, Tennessee.

AUGUSTON ALSTON,
Clerk and Master.
December 2, 1866. dec2 d6w

Attachment Notice.

Louis Gronauer vs. Anderson Hunt. Attachment suit before S. A. Moore, J. P.
Louis Gronauer vs. John Hunt. Attachment Suit before S. A. Moore, J. P.

AFFIDAVIT for attachment having been made in this case in pursuance of section 3455 of the code of Tennessee, and attachments having issued against the estate of the above named defendants for the sum of $166 92-100 against John Hunt and $210 19-100 against Anderson Hunt due by account, and have been returned "levied, etc.," it is therefore ordered that said defendant enter his appearance on or before the 27th day of February, 1867, to plead, answer or demur to the said plaintiff's complaint, or the same will be taken for confessed and the case set for hearing ex-parte, and that a copy of this order be published once a week for four consecutive weeks in the Memphis APPEAL.

S. A. MOORE, J. P.
jan23 law4w*

Non-Resident Notice.

In the Chancery Court of Memphis, Tenn.
N. R. D.—1642.—C. L. Brooks and wife, J. R. Potts and wife, and others, heirs at law of Benj. Williamson, deceased, vs. W. B. Williamson and others.

IN this cause it appearing from affidavit on file that the defendants, Henry Griffin, Cynthia Griffin, Mary F. Griffin and Joseph Griffin, are non-residents of the State of Tennessee;

It is therefore ordered, That they do enter their appearance herein at the Courthouse in the city of Memphis, on or before the first Monday in April, 1867, and plead, answer or demur to complainants bill, or the same will be taken for confessed, as to them, and set for hearing exparte; it is further ordered that a copy of this order be published once a week, for four successive weeks, in the Memphis APPEAL.

A true copy—attest:
A. ALSTON, Clerk and Master.
February 14, 1867.
Hallum & Mulligan, solicitors for complainants. feb16 law4w*

Non-Resident Notice.

In the Chancery Court of Memphis, Tenn.
No. 70 N. R. D.—560 H. O.—Gayoso Savings Institution vs. Arthur Connell et al.

IT appearing from affidavit in this cause that the defendant, Arthur Connell, is a non-resident of the State of Tennessee;

It is therefore ordered that he make his appearance herein at the Courthouse, in the city of Memphis, Tenn., on or before the first Monday in April, 1867, and plead, answer or demur to complainants bill, or the same will be taken for confessed, as to him, and set for hearing ex parte, and that a copy of this order be published once a week for four successive weeks in the Memphis APPEAL.

A copy—attest:
AUGUSTON ALSTON, Clerk and Master.
By R. J. BLACK, Deputy Clerk and Master.
B. M. Estes, sol. for complainant.
February 20, 1867. feb21 law4w

Attachment Suit.

Law Court of Memphis.
Lindauer, Arnold & Co., plaintiffs, vs. N. E. & A. F. Mason, defendants.

AFFIDAVIT for Attachment having been made in this case in pursuance of section 3455 of the Code of Tennessee, and Attachment having been issued and returned by the proper officer "Levied, &c.," on the property of the defendants, N. E. & A. F. Mason;

It is therefore ordered that said defendants appear at the Court House in the city of Memphis, Tenn., on or before the second Monday in June next, and defend this suit, or the same will be taken for confessed as to them, and the case set for hearing ex parte, and that a copy of this order be published once a week for four consecutive weeks in the Memphis APPEAL.

JOHN DONOVAN, Clerk.
A Copy. By MASON HYDE, D. C.
D. Nolton, attorney for plaintiffs.
February 20, 1867. feb21 law4w*

Attachment Notice.

Before John C. Creighton, J. P.
J. J. Mhoon vs. N. B. Cain.

THE defendant in the above entitled cause will take notice that an attachment has been sued out against him upon the grounds that he is a non-resident of the State of Tennessee and the case set for hearing at my office in the city of Memphis, on the 28th day of February, 1867, when and where he can appear and defend said suit or the same will be proceeded with ex parte; and that a copy of this order be published once a week for four weeks in the Memphis Daily Appeal.

JOHN C. CREIGHTON, J. P.
Memphis, January 28, 1867. jan30 law4w

COTTON---COMMISSION.

LEE CRANDALL & CO.,
COTTON FACTORS
—AND—
Commission Merchants,
198 Gravier Street,
NEW ORLEANS.

M'COMBIE & CHILD,
No. 61 Broad Street,
NEW YORK.
feb27 6m

H. B. JOINER. | M. A. KIRKLEY.

JOINER & KIRKLEY,
Commission Merchants
And Dealers in
Hay, Corn, Oats, Bran, Lime,
Cement, Plaster, Plastering Hair,
FIRE BRICK AND WESTERN PRODUCE,
34 Monroe Street,
Memphis, : : : : : Tenn.
feb26 2m

T DEAN, Dean & Meginnis, N. Y., Dean & Hale, Cincinnati.
JNO. D. ADAMS, of Little Rock, Ark.
T. GAFF, of T. & J. W. Gaff, Aurora, Ind.

DEAN, ADAMS & GAFF,
Cotton Factors
—AND—
COMMISSION MERCHANTS
No. 40 Union Street,
NEW ORLEANS.
feb23 tf

STORAGE, FORWARDING & COMMISSION.
J. C. FORBES & CO.,
Nos. 45 & 47 Front st. and 46 & 48 Fulton st.,
NEW ORLEANS, LA.,
General Commission Merchants,

FOR the sale of Cotton, Flour, Whisky, Corn, Tobacco, and all kinds of Western Produce. Having an Internal Revenue Bonded Warehouse, we are prepared to handle "Whisky" and "Manufactured Tobacco" in bond, thus offering superior inducements to shippers of those articles.

Liberal advances on all consignments.
feb21 3m

THOS. CHILD. | W. H. H. DUDLEY.

CHILD, DUDLEY & CO.,
Exclusive Wholesale
Commission Merchants,
NO. 361 FRONT STREET,
Between Union and Gayoso,
MEMPHIS, : : : : : : : TENNESSEE.
Special attention to all business entrusted to us.
feb26

E. ACKERMANN,
Wholesale Dealer in
Leaf and Manufactured
TOBACCOS,
SEGARS,
WINES, LIQUORS, ETC.,
250 FRONT STREET,
Memphis, - - - - Tenn.
feb3 tf

B. F. COLEMAN. | V. W. WILLIAMS.

COLEMAN, WILLIAMS & CO.,
(Successors to J. M. COLEMAN & CO.,)
Cotton Factors
—AND—
COMMISSION MERCHANTS
NO. 226 FRONT STREET,
Between Adams and Jefferson,
MEMPHIS, : : : : TENNESSEE.

ARE prepared to make advances on all Cotton consigned to us. Orders promptly filled. feb14 1m

N. CORONNA,
Commission Merchant
AND
COTTON FACTOR
Nos. 156 & 156½ Exchange Building,
Front Street, MEMPHIS, TENN.
feb6 3m

WM. H. ANDREWS,
Grocer and Commission Merchant,
No. 284 Front Street, Memphis, Tenn.

I AM, as heretofore, prepared to offer inducements to Close Cash Buyers equal to any house in the city, my terms being exclusively cash or city acceptance. Call and examine my stock and prices—you will not go away dissatisfied.
WM. H. ANDREWS,
feb10 1m 284 Front street.

N. & J. HOFFHEIMER,
COMMISSION
—AND—
Forwarding Merchants,
Wholesale Dealers in
Imported and Domestic
WINES, LIQUORS, SEGARS
Tobacco, Etc., Etc.,
No. 276 Front Street,
MEMPHIS, TENN.

Always on hand, a large supply of
Old Bourbon and Rye Whiskies.
Also, the Celebrated
BAVARIAN BITTERS.
feb3 3m

THOS. FENNER. | D. W. BOWMAN. | HENRY BENNETT.

Fenner, Bennett & Bowman,
Office in the R. E. Lee Block,
NO. 15 UNION STREET,

WILL make advances on COTTON consigned to their house in New York, and forward orders for the purchase of Bagging, Merchandise and Machinery.
Memphis, Nov. 2, 1866 nov2*

SHEP. M. ASHE,
COTTON FACTOR
—AND—
Commission Merchant,
No. 304 Front Street,
Rooms 11 and 12, up stairs, Mosby Building)
MEMPHIS, TENN.
se6-tf

SCHOOLFIELD & HANAUER,
WHOLESALE
Grocers, Cotton Factors
And dealers in
Groceries, Liquors, Cigars and
PLANTATION SUPPLIES,
No. 256 Front Street,
MEMPHIS, TENN.
Liberal Cash advances made on Cotton.
jan1 3m

CH. E. PFEIFER,
General Commission Merchant,
No. 65 Common Street,
NEW ORLEANS.

AGENT for Smith & Rand Powder Company. Orange and New Orleans Rifle, Musket, Cannon, Sporting, Ducking and Mining

POWDER,

on hand and for sale at No. 65 Common street, New Orleans, in packages of all quantities.

Also, Drop and Buck Shot, Caps, etc. Orders promptly filled. nov1 1y

SAMUEL MOSBY. | CHAS. H. DORION, JR

MOSBY & DORION,
Commission Merchants,
OFFICE: No. 15 Mosby and Hunt's Building,
Up Stairs,
No. 304 Front St., MEMPHIS, TENN.

Consignments of Cotton, for sale or shipment, solicited. Receiving and Forwarding Merchandise solicited. Orders accompanying consignments carefully and promptly executed.
aug5d3m-w6m

Beautiful Suburban Residence
At Private Sale.

The Howard Place,

ON McLemore avenue, near the State Female College, complete and in fine order, containing about six acres of ground; a fine Dwelling House with every convenience and advantage for a Suburban Residence, is offered for sale with immediate possession.

Parties desirous to buy will be shown the property by application to
ROYSTER, TREZEVANT & CO.,
feb19 law3w Auctioneers.

RAILROADS.

MISSISSIPPI CENTRAL
—AND—
MEMPHIS & CHARLESTON
RAILROADS.

THE above Companies have this day appointed Col. JOHN McGUIRK the joint Agent of their Companies, to adjust all losses and damages, or over-charges arising on all shipments over the two roads, and to attend generally to the business of the roads in Memphis.

Parties having business relations connected with shipment over their road, will call on Col. McGuirk, at Memphis and Charleston Railroad office, Memphis, and their business will have prompt attention.

SAM. TATE, President M. & C. R. R.
A. M. WEST, President M. C. R. R.
MEMPHIS, February 5, 1867. feb6 1m

Memphis and Charleston Railroad.

TRAINS leave Memphis Daily as follows, city time:

Through Express (Sundays excepted)...7 a.m.
Through Mail.......................6:40 p.m.
Somerville Accommodation...........3:40 p.m.

EXPRESS connect at Grand Junction with afternoon train south on Mississippi Central Railroad for Holly Springs, Water Valley, Grenada, Jackson, Vicksburg, New Orleans, etc.

AT CORINTH for Okalona, Columbus, Miss., Mobile, Ala., etc.

AT DECATUR for Nashville, Louisville, Cincinnati, etc.

AT CHATTANOOGA for all points in Eastern Alabama, Georgia, North and South Carolina, Washington, Baltimore, New York, etc.

MAIL connects at Decatur for Nashville. Chattanooga connections same as above.

Baggage checked through.

Ticket Office No. 13 Court street.
W. J. ROSS, Gen'l Sup't.
W. L. DANLEY, General Ticket Agent.
E. O. NORTON, Passenger Agent. ja27 tf

THE OLD RELIABLE
THROUGH FREIGHT
FROM MEMPHIS
—TO—
All Points East and North!

ONLY ONE TRANSFER
—BETWEEN—
Memphis and Boston, Providence, New York, Philadelphia, and All Intermediate Points.
Lowest Rates and Prompt Dispatch!
C. F. SMITH,
Agent Little Miami Railroad,
oct30 No. 7½ Madison street.

MISSISSIPPI AND TENNESSEE
RAILROAD.

CHANGE OF TIME.

On and after
Monday, November 26, 1866,
Trains will run as follows:

LEAVE MEMPHIS.
New Orleans Express..............5:00 p.m.
Batesville Accommodation.........2:30 p.m.

ARRIVE AT MEMPHIS.
New Orleans Express..............9.30 p.m.
Batesville Accommodation........10:30 a.m.

New Orleans Express makes close connection at Grenada for New Orleans and all points South.
A. S. LIVERMORE, Gen'l Sup't.
S. P. OAKLEY, Gen. Ticket Ag't. nov25

MEMPHIS AND LOUISVILLE
RAILROAD.

FAST FREIGHT LINE!

Notice to Merchants and Shippers.

OFFICE OF GENERAL SUPERINTENDENT,
MEMPHIS, August 25, 1866.

THIS Line will, on MONDAY NEXT, commence running their

Through Freight Trains

between Memphis and Louisville, coming through in 35 hours without change of cars. Freight carried at the Lowest rates. By this line shippers are saved the commissions, insurance, delays, annoyances, etc., incidental to shipments by river. All goods consigned to Agent of Louisville and Memphis Fast Freight Line, Louisville, will be shipped free of commissions and without delay.

This route is abundantly supplied with new Freight cars and motive power, sufficient to transport all freight offered them.

All Losses Settled Promptly!

Rates furnished and special contracts made on application to F. S. VAN ALSTINE, General Freight Agent, Louisville, Ky., or to
SAM. B. JONES, Gen'l Sup't,
ag26- Memphis, Tenn.

BALTIMORE.

THE BALTIMORE AND HAVANA STEAMSHIP COMPANY.

REGULAR SEMI-MONTHLY LINE.

FOR BALTIMORE VIA HAVANA AND KEY WEST, carrying the United States mails.

Through Tickets to New York, $60.

The list comprises the following first class steamships:

LIBERTY, 1200 tons, Wm Rollins, Commander
CUBA, 1100 tons, Thos. A. Bain, Commander.

One of the above fine steamers will be dispatched from New Orleans for Baltimore via Havana and Key West, on the 5th and 20th of each month.

For freight or passage, having unsurpassed accommodations, apply to
WITHERSPOON & HALSEY, Ag'ts,
20 Carondelet street, New Orleans.

N. B.—No bills of lading but those of the company will be signed. Permits for freight must be procured from this office. No freight received, or bills of lading signed, after 12 o'clock on day of sailing. se21-

MISCELLANEOUS

MEGIBBEN & BROTHER,
WHOLESALE
Liquor Dealers,
281 : MAIN STREET : 281
Memphis, : : : Tennessee.
jan23 tf

Western and Virginia Tobacco Agency.
MEYER, MARSHUETZ & CO.,

IMPORTERS and Wholesale Dealers in Segars, Tobacco, Pipes, and the largest stock of Smokers' Articles in the South, Corner Second and Jefferson streets, Jefferson Block, Memphis, Tenn. dec15 3m

D. H. EVANS,
Importer and Wholesale Dealer in
MALT AND SPIRITUOUS LIQUORS,
14 Monroe St., Memphis, Tenn.,

HAS in store and to arrive—

1200 barrels Whisky, various grades;
75 quarter pipes Cognac Brandy;
25 do do Roshelle do;
10 puncheons Jamaica Rum;
15 pipes Holland and Scheidam Gin;
125 casks Madeira, Sherry and Port Wines;
100 baskets Piper Heidsick Champagne;
75 cases Charles Farre;
50 do Green Seal and La Perle;
200 do Plantation Bitters;
100 do Boker's do
50 do Hostetter's do

London Porter and Scotch Ale:

500 casks Barkly, Perkins & Co.'s Porter—pints and quarts—very fine;
400 casks Guinness & Son's Dublin Brown Stout—pints and quarts;
300 casks Jeffery's Ale—pints;
500 do Younger—in stone jugs;

Together with a full stock of Draft Ales and Porter, French Cordials, Domestic and Havana Segars—all of which will be sold to the trade, at prices to defy competition.

D. H. EVANS,
feb3 tf 14 Monroe street.

FORD, DIXON & CO.,
Manufacturers and Dealers in
SADDLERY
—AND—
Saddlery Hardware,
418 Main Street,
ST. LOUIS, : : : MO,
J. O. FORD & CO., Memphis, Tenn. | SAYRE, PLUMB & CO., New Orleans, La.
feb10 3m

BANKS AND BANKING

R. P. BOLLING, President. | JAMES STREETER, Secretary.

Home Insurance and Trust Co.
GENERAL
BANKERS & COLLECTORS,
No. 11 Madison Street,
Memphis, - - Tennessee.

EXCHANGE on all the principal cities of the United States bought and sold. feb28 3m

FIRST NATIONAL BANK
OF MEMPHIS.
Depository and Financial Agent
—OF THE—
United States.

F. S. DAVIS, - - - - - President.
C. P. NORRIS, - - - - - Cashier.
T. W. JOHNSTON, - Ass't Cashier.

DIRECTORS:

WM. A. GWYN,	A. P. BURDITT,
F. S. DAVIS,	S. H. De BEVOISE,
DAN. ABLE,	BENJ. EISEMAN,
L. HOWES,	W. W. YOUNG,
R. C. BRINKLEY,	C. P. NORRIS,
S. B. BEAUMONT,	GEO. W. TROTTER,

Hon. J. W. LEFTWICH.
feb12-1 2m

THE SAVINGS
BANK OF MEMPHIS,
Office, No. 294 Main Street.
M. J. WICKS, President.
W. C. McCLURE, Cashier.
feb7 3m

FRANKLIN
INSURANCE AND BANKING
COMPANY,
Corner of Jefferson and Front Streets,
Memphis, Tenn.

S. D. McCLURE, : : : President.
W. R. LUCAS, : : : : : Cashier.
R. L. HAMMOCK, : Ass't Cashier.

TRANSACT solely a General Banking Business. Collections promptly attended to, and Stocks, Gold and every description of Government Securities bought and sold on commission. feb6 3m

PEOPLE'S BANK OF TENNESSEE,
MEMPHIS:
No. 12 Madison Street.
F. W. SMITH, : : : President.
D. A. SHEPHERD, : : : Cashier.
feb5 3m

BANKING.
MEMPHIS INSURANCE COMPANY.
ORGANIZED 1844.
OFFICE, 22 1-2 MADISON STREET.
J. J. MURPHY, - - - President.
F. M. CASH, - - - - Secretary.

DIRECTORS:

J. J. MURPHY,	E. M. APPERSON,
T. A. NELSON, Of S O. & T. A. Nelson,	J. C. JOHNSON, Of G. Falls & Co.
J. F. FRANK,	F. M. CASH.

J. T. STRATTON, of Stratton, Goyer & Co.

THIS Institution is prepared to receive Deposits, to buy and sell Exchange on all the principal commercial cities, and to collect Drafts on this city an i all principal points in this section. Remittances promptly attended to. (feb5 3m) M. CASH, Secretary.

JEFFERSON
Insurance and Trust Company
NO. 6 MADISON STREET,
Memphis, - - - - - - - Tennessee.
R. D. GOODLETT, : President.
P. H. DAVIE, : : : : Cashier.

Deal in Exchange, Receive Deposits.
Transact a General Banking Business.

COLLECTIONS promptly attended to. Gold and Silver, City and County Warrants, Government Securities, Stocks and Bonds, Uncurrent Money of every description, bought and sold.

DIRECTORS:

S. D. GOODLETT,	P. H. DAVIE,
R. P. REED,	T. F. MACKALL,
G. W. TROTTER,	JOHN H. SPEED.

feb5 3m

COMMERCIAL BANK OF TENNESSEE,
MEMPHIS.
J. W. PAGE, Jr., : : : : President.
H. E. GARTH, : : : : : : Cashier.
BANK BUILDING,
Corner Madison and Main Streets.

DOES A GENERAL
DEPOSIT AND EXCHANGE
BUSINESS;
—DEALS IN—
Coin, Uncurrent Money and Government Securities.
Collections from all points Solicited.
feb2 2m

GERMAN NATIONAL BANK
OF MEMPHIS,
No. 293 Main Street.

NATHAN CORONNA, : : : President.
MARTIN GRIFFIN, : : : : Cashier.
J. J. JENNY, : : : : : Ass't Cashier.

DIRECTORS:

W. CORONNA,	JOHN DUTLINGER,
JOS. SPECHT,	C. A. DAMMAN,
A. CORDES,	JACOB WELLER,
N. HOFFHEIMER,	NICH FRECH,
H. H. METTE,	E. MEYER,
J. P. HOFFMAN,	AND. RENKERT,

J. J. JENNY.

Collections made on all accessible points in the Southwest.

Exchange for sale on principal cities of United States and on all principal cities of Europe.
feb13 6m

J. G. OGDEN, | S. H. TOBEY.

OGDEN, TOBEY & CO.,
BANKERS AND BROKERS,
Dealers in
Gold, Silver, Exchange
—AND—
Uncurrent Money,
No. 16 Jefferson Street,
Between Front and Main,
feb3 tf MEMPHIS, TENN.

SAMUEL B. HARD,
BANKER AND BROKER,
66 Exchange Place, cor. New Street,
NEW YORK CITY.
nov22 3m

GEO. R. RUTTER, Pres't. | W. A. HILL, Cashier.

TENNESSEE NATIONAL BANK
OF MEMPHIS.
Designated Depository and Financial Agent of the
UNITED STATES
And the Fiscal Agent and Depository
FOR WEST TENNESSEE
jan29

Wood! Wood!

I AM now prepared to offer to the citizens of Memphis the very best of

Seasoned Wood,

from the yard on the corner of Union and Second streets,

At the Lowest Market Price!

Per Cord in any part of the City, - - - - $8 00
Per Cart Load, Sawed and Split for Stove, - - 1 50
feb12 2w J. M. WOODWARD, Ag't.